



JUSTICE COMMITTEE AGENDA  
Law and Justice Center, Room 700

**Monday, December 1, 2003**

**5:15 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – November 3, 2003
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Roxanne Castleman, Court Services
    - 1) Items to be presented for Information:
      - a) Pre-Trial Release and Electronic Monitoring Program 1-8
      - b) Monthly Statistical Report 9-14
      - c) General Report
      - d) Other
  - B. Amy Davis, Public Defender
    - 1) Items to be presented for Information:
      - a) Monthly Statistical Report 15-17
      - b) General Report
      - c) Other
  - C. Billie Larkin, Children's Advocacy Center
    - 1) Items to be presented for Information:
      - a) Monthly Statistical Report 18-19
      - b) General Report
      - c) Other
  - D. Bill Gamblin, 911 Administrator
    - 1) Items to be presented for Information:
      - a) General Report 20-79
      - b) Other

E.	Beth Kimmerling, Coroner	
1)	<u>Items to be presented for Information:</u>	
a)	Monthly Report for October 2003	80
b)	General Report	
c)	Other	
F.	Sandra Parker, Circuit Clerk	
1)	<u>Items to be presented for Information:</u>	
a)	Monthly Statistical Report for September 2003	81-89
b)	General Report	
c)	Other	
G.	Joan Naour, Correctional Health Services	
1)	<u>Items to be presented for Action:</u>	
a)	Request Approval of Compensation Level for second year of contract Agreement with OSF Healthcare System and Kenneth Ionue, M.D., for the provision of Physician Services at the McLean County Adult Detention Facility	90-95
b)	Request Approval of an Compensation Level for second year of Contract Agreement with Dennis Krug, DDS, for the provision of Dental Clinician Services for the McLean County Adult Detention Facility	96-100
c)	Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the provision of Mental Health Services for the McLean County Detention Facility	101-106
2)	<u>Items to be presented for Information:</u>	
a)	General Report	
b)	Other	
H.	David Owens, McLean County Sheriff	
1)	<u>Items to be presented for Action:</u>	
a)	Request Approval of 2004 Intergovernmental Agreements for Jail Booking Services:	
(1)	City of Bloomington	107-111
(2)	Town of Normal	112-113
(3)	Illinois State University	114-116
b)	Request Approval of Typewriter Maintenance Agreements with Paxton's Inc.	117-125

c)	Request Approval to Award the Jail Kitchen Chemical Bids to Ecolab, Inc.	126-130
d)	Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail	131-132
e)	Request Approval of a Letter of Understanding between the McLean County Board and the Regional Office of Education for McLean and DeWitt Counties	133-135
f)	Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility	136-140
g)	Request Approval of 2004 Vehicle Bids for Sheriff's Department and Coroner's Office	141
2)	<u>Items to be presented for Information:</u>	
a)	McLean County Detention Facility Population Report	142-143
b)	General Report	
c)	Other	
I.	William A. Yoder, State's Attorney	
1)	<u>Items to be presented for Information:</u>	
a)	Asset Forfeiture Fund Report	144
b)	Case Load Report	145
c)	General Report	
d)	Other	
I.	Craig Nelson, Information Services	
1)	<u>Items to be presented for Action:</u>	
a)	Request Approval of Work Order Number 13 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Civil Case Management - Circuit Clerk's Office	146-149
b)	Request Approval of Work Order Number 14 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. for Consulting Services	150-158
2)	<u>Items to be presented for Information:</u>	
a)	General Report	
b)	Other	

- J. John Zeunik, County Administrator
- 1) Items to be presented for Information:
    - a) General Report
    - b) Other

5. Other Business and Communication
6. Recommend payment of Bills and Transfers, if any, to County Board
7. Adjournment

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**COURT SERVICES**

104 W. Front, Box 2400 Law &amp; Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division  
(309) 888-5370 Juvenile DivisionFax (309) 888-5434  
Fax (309) 888-5831**Memo****To:** Honorable Members of the Justice Committee**From:** Roxanne K. Castleman**CC:** Honorable Chief Judge John P. Freese *RKC*

Honorable Judge Elizabeth A. Robb

**Date:** November 19, 2003**Re:** Pretrial/Electronic Monitoring Program

Per your request, I contacted Gregg Knight, Chief of Intensive Services in Tazewell County, to discuss the absconding issue for pretrial detainees. Mr. Knight informed me in the past three (3) years Tazewell County has only had two (2) pretrial detainees that have physically removed their bracelets. One absconded out of state, and the other left to see his girlfriend and returned the next day. He indicated most violations are "minor" violations in that the individual walks out of the zone (onto their porch, etc.) and returns to their home within a few minutes.

Tazewell County has their system designed to notify them the next working day of any violations. If they need to make an arrest they will request back-up from the local law enforcement; this is dependent upon the defendant (violent tendency or if a warrant has been issued).

He indicated they only charge offenders who are on work release for the electronic monitoring service. He stated they do have a good success rate in collecting these fees, due to the fact if the defendants do not pay they return to jail. This collection is, however, a "wash" in regards to revenue collected by the county. Work release offenders currently pay the county to be on work release so payment for electronic monitoring would not be additional revenue.

I have also attached for your review a copy of the screening instrument Tazewell County used to determine who is eligible for pretrial release. In addition, I have attached a copy of the instrument McLean County developed in 2001. The McLean County instrument was developed prior to Mr. Yoder becoming States Attorney so it would need to be reviewed by him, as well the judiciary. This instrument was developed by, then Sates Attorney Charles Reynard, Public Defender Amy Davis, Sheriff Dave Owens, Illinois State professor Dr. Tom Ellsworth, and myself.

I will be present at the Justice meeting to answer any questions you may have.

# McLEAN COUNTY PRETRIAL SUPERVISION SERVICES SCREENING INSTRUMENT

Name: \_\_\_\_\_ Case # \_\_\_\_\_  
Date \_\_\_\_\_

## 1. Residence

### A. Length at present address

6 months or less; homeless	2
Over 6 months to 1 year	1
Over 1 year	0

### B. Location of residency

Out of state or out of county	2
County resident under 1 year	1
County resident over 1 year	0

### C. Living with at present address

Self	1
Relative including spouse or significant other	0

## 2. Family in area

Family out of state or out of county	2
Family in county	0

## 3. Employment/School

No visible means of support or odd jobs, no current school attendance within recent past	3
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Currently employed full time for less than 6 months works temporary or part-time, or is supported by outside source. Attended school within 3 months prior to arrest and not currently employed	2
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Currently employed and has had continuous full-time employment for the past 6 months to 1 year. Or last date of school attendance was within 6 months of arrest and is now employed or in a job training program.	1
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Currently employed and has been steadily employed full time for the past year. Or currently enrolled in an academic vocational or alternative education program and attends regularly.	0
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**4. Prior record (past 10 years)**

**A. Felony conviction and delinquent adjudication**

Two or more prior convictions for a Class X or non-probational felony	3
One prior convictions for a Class X or non-probational felony	2
Two or more prior convictions for a probational felony	2
One prior convictions for a probational felony	1
No prior felony convictions	0

**B. Prior record of misdemeanor or petty traffic**

Two or more misdemeanor convictions	2
Three or more non petty traffic or 1 misdemeanor	1
No misdemeanor, or petty traffic convictions	0

**C. Violent/assaultive convictions**

Each prior violent felony conviction causing bodily harm (Maximum of 4 points)	2 - 4
Each prior violent misdemeanor convictions causing bodily harm (Maximum of 2 points)	1 - 2
Two or more prior violent convictions not causing bodily harm.	1
Nor prior record of violent offenses	0

**5. Pending Charges**

Pending Felony	3
Pending misdemeanor or petty traffic	2
No pending charges	0

**6. Previous Failure to Appear (FTA)**

Two or more FTA	1
No FTA	0

**7. Probation/Parole Status**

Currently on probation or parole	2
Prior probation or parole	1
No prior probation or parole	0

**8. Substance Use**

Prior alcohol or drug related convictions  
No prior alcohol or drug related convictions

1  
0

**TOTAL SCORE**

\_\_\_\_\_

0-9 - Minimum (no pretrial conditions - letter prior to court only)

10-14 - Medium

15+ - Maximum

Officers comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

rev: 10-31-01



# TAZEWELL COUNTY PRETRIAL SUPERVISION SERVICES

## Criteria For Assessing Level Of Supervision

### I. Residence

#### A. Length at present address

6 months or less; homeless	2
Over 6 months to 1 year	1
Over 1 year	0

#### B. Location of residency

Out-of-state or out-of county	2
County resident under 1 year	1
County resident over 1 year	0

#### C. Living with at present

Non relative, friend	2
Self	1
Relative (including spouse)	0

### II. Family in area

Family out-of-state or out-of-county	2
Family in county	0

### III. Employment/School

Unemployed and/or not attending school	2
Inconsistent, sporadic, or part-time employment; irregular school attendance	1
Employed at least 20 hours per week or relatively stable employment the last year; homemaker; attends school regularly	0

IV. Prior Record (past 10 years)

A. Felony convictions and Delinquent adjudication's

One or more prior convictions for a Class X or non-probationable Class 1 Felony	2
One or more prior convictions for a probationable offense	1
No prior felony convictions	0

B. Prior record of misdemeanor, traffic or  
local ordinance convictions

2 or more misdemeanor convictions	2
3 or more local ordinance and/or traffic convictions or 1 misdemeanor conviction (Add 1 to score if DUI offense)	1
No misdemeanor, traffic, or local ordinance convictions	0

C. Violent/Assaultive Convictions

One or more prior convictions for violent offenses	2
One or more prior misdemeanor or local ordinance convictions for violent offense	1
No prior record of violent offenses	0

V. Pending Charges

Pending felony	2
Pending misdemeanor/traffic/ordinance	1
No pending charges	0

VI. Previous Failure to Appear (FTA)

One or more felony FTA	2
One or more CM, TR, OV, FTA	1
No prior FTA	0

VII. Probation/Parole Status

Currently on probation or parole	2
Prior probation or parole	1
No prior probation or parole	0

VIII. Substance Use

Regular, active use of drugs/alcohol	2
Occasional use of drugs/alcohol	1
No drugs/alcohol use reported	0

TOTAL SCORE. \_\_\_\_\_

# **TAZEWELL COUNTY PRETRIAL SUPERVISION SERVICES**

## **SCORING GUIDE**

### **Supervision Level Cut-Off Scores**

0 - 9 - MINIMUM  
10 - 14 - MEDIUM  
15 + - MAXIMUM

The probationer is to be assigned to the highest level of supervision indicated by either score

### **SUPERVISION LEVEL**

**TOTAL SCORE** \_\_\_\_\_

**MINIMUM** \_\_\_\_\_

**MEDIUM** \_\_\_\_\_

**MAXIMUM** \_\_\_\_\_

**OFFICER OVERRIDE** \_\_\_\_\_

(If officer overrides score, statement of  
reasons must be attached)

**Space To Be Used For Documentation Of Reasons For Override**

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A-8.

2003  
JUVENILE DETENTION CENTER  
MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	1	0	0	0		
11	0	0	0	1	0	0	0	0	0	0		
12	0	0	0	0	3	0	0	1	1	1		
13	0	1	0	2	5	0	3	0	2	6		
14	6	0	2	2	5	4	1	1	1	1		
15	7	4	8	18	3	3	8	8	3	10		
16	11	2	7	6	5	1	3	2	3	7		
Sex of Minors Detained												
Male	18	4	14	20	15	6	12	6	6	14		
Female	6	3	3	9	6	2	4	6	4	11		
Race of Minors Detained												
Caucasian	6	1	7	20	12	5	13	8	6	18		
African-American	17	6	10	9	9	3	3	3	4	7		
Hispanic	1	0	0	0	0	0	0	1	0	0		
Offenses of Which Minor was Detained												
Dispositional Detention	13	3	6	8	3	2	5	5	3	10		
Warrant	3	0	2	4	3	4	1	0	3	4		
Aggravated Assault	0	0	0	1	0	0	0	0	0	0		
Aggravated Battery	1	0	1	3	2	0	0	0	0	0		
Aggravated Battery of Police Officer	0	0	0	0	0	0	0	0	0	2		
Aggravated Criminal Sexual Abuse	0	0	0	0	1	0	0	0	0	0		
Aggravated Criminal Sexual Assault	0	0	1	0	0	0	0	0	0	0		
Aggravated Domestic Battery	0	0	1	1	0	0	0	0	0	0		
Burglary	0	0	0	0	0	0	1	1	2	0		
Burglary to Motor Vehicle	0	0	0	2	2	0	1	0	0	0		
Court Ordered	0	0	0	2	0	0	0	0	0	1		
Criminal Damage to Property Over \$300	0	0	0	0	0	0	0	1	0	0		
Criminal Damage to State Supported Land	0	0	0	0	0	0	0	0	0	1		
Criminal Drug Conspiracy	1	0	0	0	0	0	0	0	0	0		
Delivery of Controlled Substance	0	1	0	0	0	0	0	0	0	0		
DOC	0	1	1	0	1	0	0	0	2	0		
Domestic Battery	0	0	0	2	2	0	2	2	0	1		

2003  
JUVENILE DETENTION CENTER  
MCLEAN COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Felony Retail Theft	0	0	1	0	0	0	0	0	0	0	0	
Home Invasion	0	0	0	0	2	0	0	0	0	0	0	
Motor Vehicle Theft	0	0	0	0	1	0	0	0	0	0	0	
Obstructing a Peace Officer	0	0	0	1	0	0	0	0	0	0	1	
Possession of Controlled Substance w/Intent	0	0	0	0	0	0	0	0	0	0	1	
Possession of Marijuana	0	0	1	0	0	0	0	0	0	0	0	
Possession of Stolen Vehicle	0	0	0	0	0	0	0	1	0	0	0	
Request for Apprehension	3	2	3	4	3	2	5	2	0	3		
Residential Burglary	3	0	0	1	1	0	1	0	0	1		
<b>Residence of Minors Detained</b>												
Bloomington	20	7	13	17	14	5	10	7	5	11		
Normal	1	0	4	9	4	2	2	2	4	11		
Carlock	0	0	0	0	0	0	1	1	0	0		
Chenoa	0	0	0	0	0	1	0	0	0	0		
Chicago	1	0	0	1	0	0	0	0	0	1		
Danvers	0	0	0	1	1	0	0	0	0	0		
Downs	2	0	0	0	0	0	0	1	1	0		
Heyworth	0	0	0	0	1	0	1	0	0	0		
Kankakee	0	0	0	1	0	0	0	0	0	0		
Kappa	0	0	0	0	0	0	1	0	0	0		
LeRoy	0	0	0	0	0	0	1	0	0	1		
Saybrook	0	0	0	0	1	0	0	0	0	0		
Missouri	0	0	0	0	0	0	0	1	0	1		
<b>Average Daily Population</b>	9	8.6	7	12	13.9	8.8	7.4	6.9	4.2	7.9		
<b>Average Daily Population:YTD</b>	9	8.8	8.2	9.2	10.1	9.9	9.5	9.2	8.6	8.6		
<b>Number of Days in Detention</b>	279	240	216	359	431	263	228	214	126	246		
<b>Revenue:</b>	157.22	155.89	65	50	150	50	100	150	50	150		

## 2003

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2003  
JUVENILE DETENTION CENTER  
OUT OF COUNTY

Residence of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Adams	0	0	0	0	0	0	0	0	1	0	0	
Bureau	0	1	0	0	0	0	5	1	0	2	1	
DeWitt	0	1	1	0	0	0	1	1	1	0	0	
DOC	2	0	1	0	0	0	1	0	0	0	0	
Douglas	0	0	0	0	0	0	0	0	2	0	1	
Henderson	0	0	0	1	0	0	0	0	0	0	0	
Henry	0	0	0	0	1	0	0	0	0	2	0	
Livingston	2	1	1	3	6	5	5	0	2	3	7	
Logan	6	2	5	8	13	7	7	0	1	11	12	
Madison	0	0	0	1	0	0	0	0	0	0	0	
Mason	0	1	0	0	0	0	0	1	2	0	0	
McDonough	0	2	0	0	0	0	0	0	0	0	0	
McHenry	0	0	0	0	0	0	0	0	0	0	1	
Rock Island	1	0	2	3	1	1	1	1	0	4	0	
Tazewell	1	0	0	0	0	0	0	0	0	0	0	
Woodford	2	1	0	0	1	2	0	0	1	0	0	
Average Daily Population	3.3	1.8	2.5	2.4	4.6	9.2	2.9	2.8	5.9	5.9		
Average Daily Population: YTD	3.3	2.6	2.5	2.5	2.9	4	3.8	3.7	3.9	4.1		
Number of Days in Detention	102	49	77	71	144	276	91	88	178	182		
Revenue:	9570	4490	7370	5950	13420	27720	9570	8800	16830	17930		



October 2003

## **COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS**

### **ADULT DIVISION**

7 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1105 (1094 last month)

Average caseload per officer 158 (60 AOIC recommendation)

Presentence Reports Completed – 33 (29 last month)

\* Total Workload Hours Needed – 1866.00 (2000.30 last month)

\*\* Total Hours Available - 1650.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 1.44 adult officers are needed.** (2.34 last month)

### **JUVENILE DIVISION**

4 Officer Division

Total Caseload – 114 (118 last month)

Average caseload per officer 29 (35 AOIC recommendation)

Social History Reports Completed – 10 (10 last month)

\* Total Workload Hours Needed – 480.50 (478.00 last month)

\*\* Total Hours Available 600.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -0.80 juvenile officers are needed.** (-0.81 last month)

### **EARLY INTERVENTION PROBATION (EIP)**

3 Person unit with a maximum caseload of 45

Total caseload 26

**SPECIAL PROGRAMS**

**INTENSIVE PROBATION UNIT ADULT**

3 person unit with a maximum caseload of 40

Total Caseload – 47 (51 last month)

**INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 16 (16 last month)

**DRIVING UNDER THE INFLUENCE UNIT**

1 person unit with a maximum caseload of 40

Total Caseload - 72 (69 last month)

**JUVENILE INTAKE**

2 person unit

Total Informal Conferences - 21 (23 last month)

Total Caseload Informal Probation – 63 (76 last month)

Total Intake Screen Reports – 81 (87 last month)

**COMMUNITY SERVICE PROGRAM**

1 person unit

Total Caseload Adult - 499 (475 last month)

Total Caseload Juvenile - 29 (29 last month)

Total Hours Completed Adult – 1777.00 (\$9,329.25 Symbolic Restitution)

Total Hours Completed Juvenile – 60.00 (\$ 365.00 Symbolic Restitution)

Total Worksites Used – 36 (36 last month)

**DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 85 (76 last month)

Total Court Supervision/Conditional Discharge Caseload –356 (348 last month)

**December 1, 2003**

**McLean County Board  
Justice and Public Safety Committee  
Bloomington, IL 61701**

**Re: Monthly Caseload – MONTH ENDING OCTOBER 31, 2003**

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2002	MONTHLY TOTALS 2003	YTD TOTALS 2002	YTD TOTALS 2003	% CHANGE YTD
FELONIES	131	119	947	850	<10%>
MISDEMEANORS	111	122	1,015	1,018	No change
DUI	31	19	256	219	<14%>
TRAFFIC	70	103	732	831	12%
JUVENILE	40	19	288	199	<31%>
(DELINQUENT)	18	9	130	84	<35%>
(ABUSE/NEGLECT)	22	10	158	115	<27%>
MENTAL HEALTH CASES	2	0	3	15	
POST-CONVICTION & SVPKA CASES	0	0	5	8	38%
TOTAL	385	382	3,246	3,140	<3%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING October 31, 2003.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	103	15	3
F	JAMES TUSEK	106	13	6
F	RONALD LEWIS	109	16	3
F	BRIAN MCELLOWNEY	105	13	2
M	CARLA BARNES	439	61	1
F	CARLA BARNES	63	5	1
F	LARRY SPEARS	91	20	11
M	LARRY SPEARS	571	61	1
DUI	MILLCENT ROTH	198	17	0
F	JOHN WRIGHT-C	62	4	0
F	LEE ANN HILL-C	66	7	0
F	TONY TOMKIEWICZ-C	66	7	0
TR	DAWN NATION	727	105	3
J	JON MCPHEE	68	7	0
J	ART FELDMAN	74	9	5
J	ROB KEIR	55	3	0
J	ALAN NOVICK-C	3	0	0
PC/SVP	DAVID BUTLER-C	8	1	0
PVT	PRIVATE COUNSEL	305	22	0
W/D	WITHDRAWN	31	5	0

PTR= Petition to Revoke Probation  
F = Felony  
J = Juvenile  
O = Other  
P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)  
DUI= DUI  
TR= Traffic  
M= Misdemeanor

**DATE:** December 1, 2003

**TO:** Justice Committee

**FROM:** Amy Johnson Davis

**RE:** Monthly Report

**OCTOBER 2003 DISPOSITION**

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	36	71	29
PLEA / LESSER	11	9	14
BENCH TRIAL / WIN	0	0	0
BENCH TRIAL / LOSS	2	0	0
JURY TRIAL / WIN	1	0	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	2	9	1
DISMISSED / TRIAL	4	13	1
KNOCKDOWN	6	0	0
DISMISSED PER PLEA	3	12	3
PRIVATE COUNSEL	11	6	5
PLEA / BLIND	8	2	0
REFILED AS FELONY	N/A	0	0
WITHDRAWN	0	5	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	1	7	0

## **CASA REPORT October, 2003**

### **The CASA Statistics for October are as follows:**

- 2 Volunteers assigned
- 3 Children served, ages 2, 13, and 14.

### **The Cumulative CASA Statistics are as follows:**

- 37 Cases Assigned Year to Date
- 79 Active Volunteers Assigned
- 145 Children being served\*
- 15 Children currently waiting assignment
- 1 CASA resigned from the program this month
- 17 Court Reports Filed
- 23 Court Hearings attended

The CASA Coordinators presented training to the new CASA volunteers on October 1<sup>st</sup>, 6<sup>th</sup>, 8<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 22<sup>nd</sup>, 27<sup>th</sup>, and 29<sup>th</sup>. We trained 9 new volunteers in this class.

The Director of the CASA program attended a two-day conference at the Raddison Hotel for Illinois State Directors, on October 10<sup>th</sup>, & 11<sup>th</sup> 2003. There were a series of presentations on Child Abuse Education, Leadership Training, and Diversity Training.


The CASA Coordinators joined the Illinois State Directors for a One-Day training on October 11, 2003 at the Raddison Hotel. Various workshops were held on Diversity Training, Mental Health Therapy, Child Abuse Indicators, and Volunteer Retention Ideas. The training was very valuable.

The CASA program closed one case this month, as the volunteer had to resign. This volunteer has been on his case for 3 years. His child is to be adopted in January 2004.

\* Lower number of children served than previously reported is reflective of the number of non-offending parents that our CASA volunteers also help advocate for.

# McLean County Children's Advocacy Center Monthly Statistics

October 2003

	2002 1ST INTERVIEW MONTH/YTD STATS	1ST. INTERVIEW 2003	JUV. SUSPECT INTERVIEW 2003	SIB/WITNESS INTERVIEW 2003	2ND INTERVIEW 2003	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	12/12	8/8	0	2	1	1	12	12
FEBRUARY	13/25	8/16	1	2	1	4	16	28
MARCH	13/38	15/31	0	7	1	1	24	52
APRIL	13/51	6/37	0	4	1	2	13	65
MAY	16/67	9/46	1	1	1	1	13	78
JUNE	16/83	12/58	0	2	0	0	14	92
JULY	14/97	12/70	1	7	0	0	20	112
AUGUST	10/107	7/77	0	2	0	1	10	122
SEPTEMBER	14/121	17/94	3	3	0	1	24	146
OCTOBER	13/134	11/105	0	3	0	1	15	161
NOVEMBER	11/145							
DECEMBER	14/159							
YEAR TO DATE TOTALS	159	105	6	33	5	12	161	161

## Board Memo

**Date:** 11/19/2003  
**To:** Honorable Chairman T. Renner and Honorable Members of the Justice Committee  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** October Monthly Reports

---

I have attached the monthly report for October along with information about several issues that will affect 9-1-1 operations.

The first is wireless number portability and the second is Voice over IP.

The first has been in the making for several years and the National Emergency Number Association wireless technical committee has been working on this issue with the FCC and carriers for about four years now. As a member of that committee we addressed this issue in a manner that would allow the technology to advance but still take into consideration the needs of 9-1-1. To help with the databases and tracking of the numbers a company called Neustar, was formed and has a procedure in affect to track the owners of the numbers even if they change companies. McLean County will be ready to use this service once the WNP goes into effect on November 25, 2003. We will not see this available in our area until the mid part of 2004 as the order covers the top MSA in the county and the wireless carriers will want to concentrate on these population areas first.

Next is Voice over Internet Protocols aka Voice over IP aka VoIP. In this system the telephone is replaced with the computer and calls are handled over the internet. This has the advantage of being cheap (see attached) but problems include reliability and no 9-1-1 service. As the ad states the 9-1-1 call is delivered to a selected seven digit number. This number was selected by various means none of which included contacting the 9-1-1 system or the dispatch centers. During the last national technical meeting VoIP was discussed in great length and the 9-1-1 system voiced strong objections to the way these systems have handled the 9-1-1. The industry has agreed to work with 9-1-1 systems to insure that VoIP will work as a traditional 9-1-1 trunk and they have even determined that they will provide surcharges.

A recent ruling stated that the VoIP systems were not telephone system but were information systems and not subject to state 9-1-1 regulations (regulations are something the internet folks fear the most). Many of us in the 9-1-1 arena are wondering what planet the FCC is on since these system provide a dial tone, give the caller informational signaling, provide busy



signals, ring back to the caller and ring to the called party. All of these are the same attributes displayed by a wire line telephone. So much for "if it looks, walks, and sounds like a duck.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "William Gamblin".

William Gamblin

WHG

Attachments

## Board Memo

**Date:** 11/17/2003  
**To:** Honorable Chairman and Members of the ETSB  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** October 9-1-1 Calls

---

Attached chart indicates the 9-1-1 calls received during the month of October.

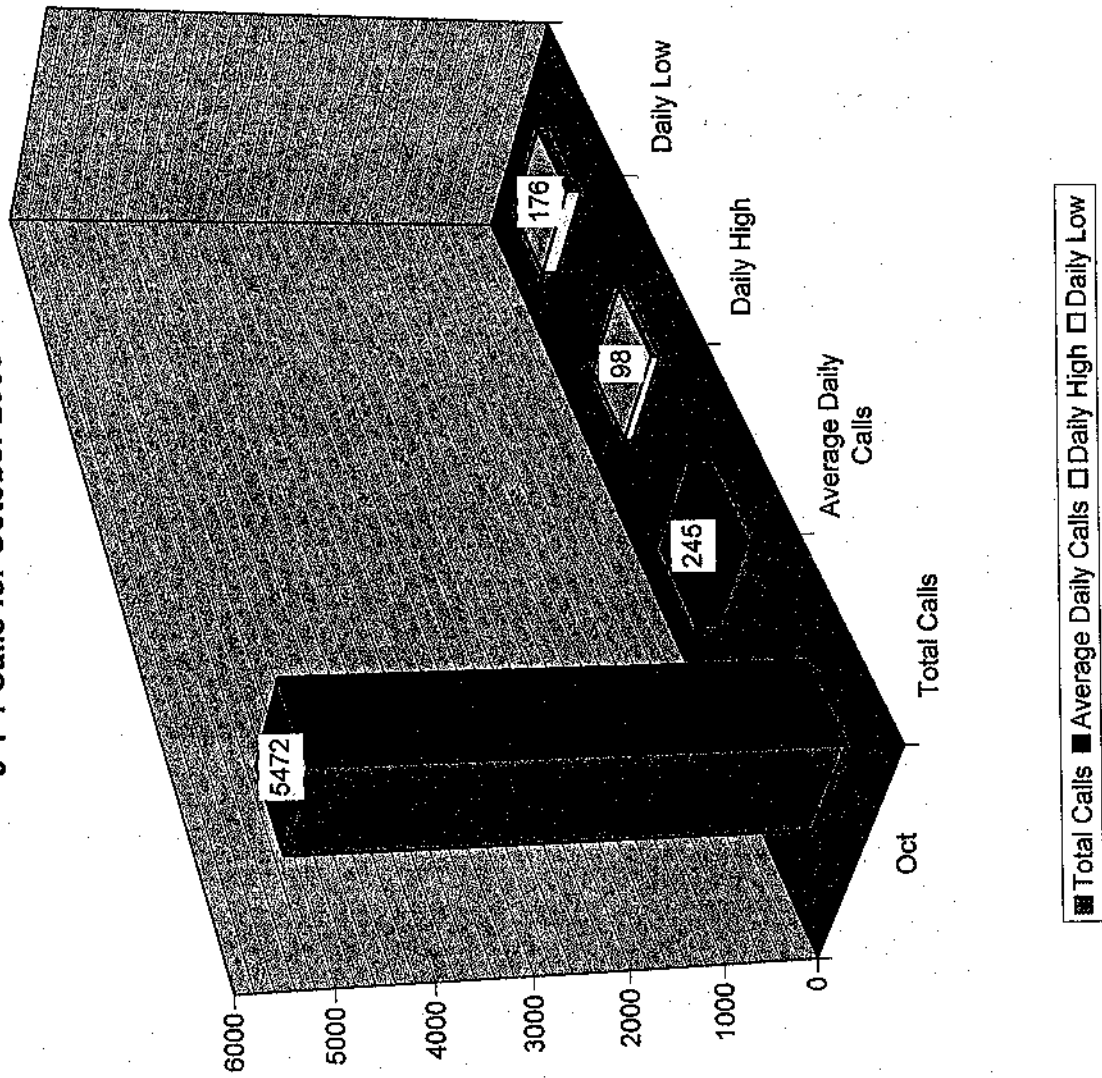
Respectfully submitted,

  
William Gamblin

WHG

Attachments

# 9-1-1 Calls for October 2003




## Board Memo

**Date:** 11/17/2003  
**To:** Honorable Chairman and Members of the ETSB  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** CAD Responses

---

Please find attached the CAD Responses for 2003.

Respectfully submitted,

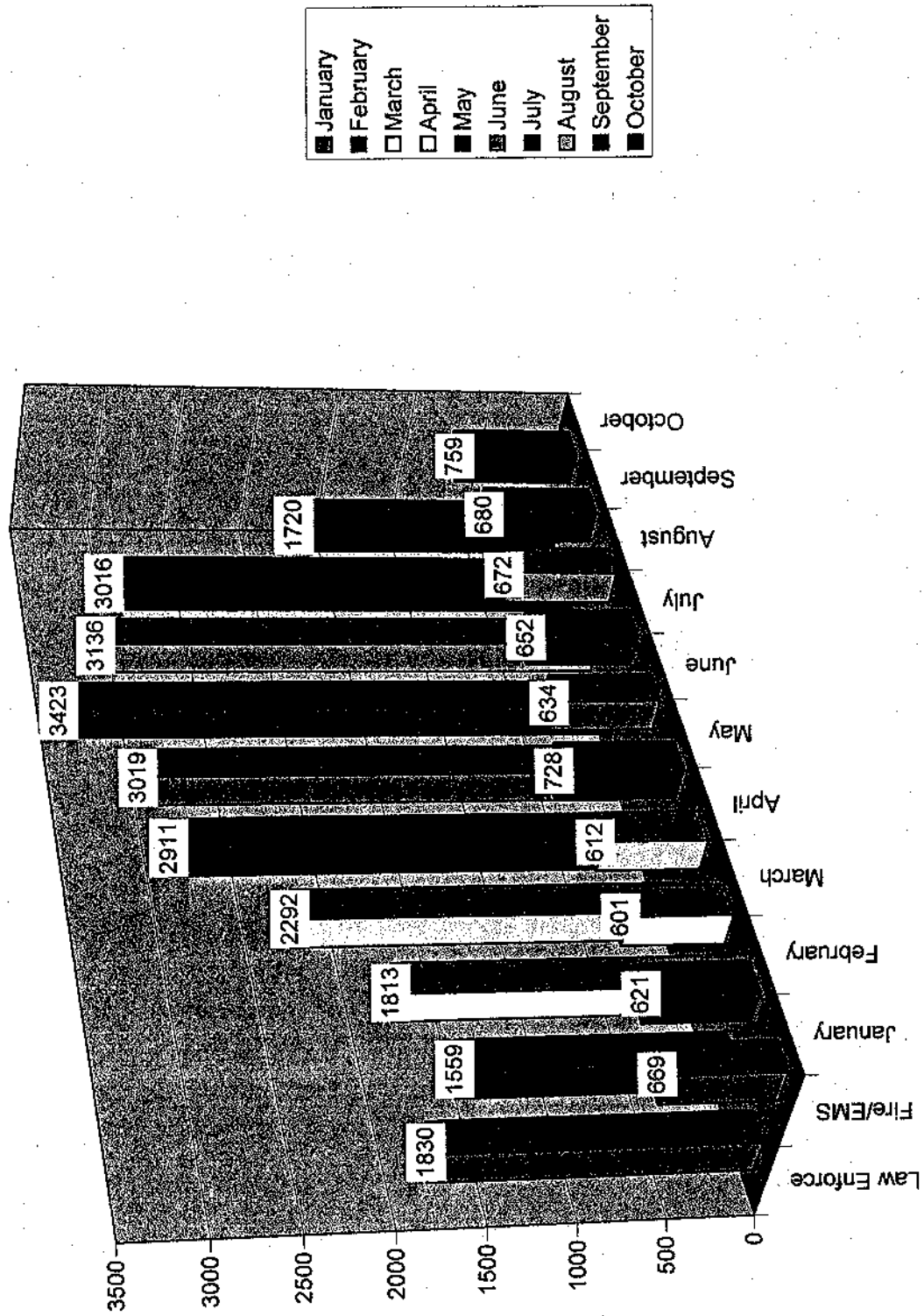


William Gamblin

WHG

Attachments

# CAD Responded Jan. to Oct. 2003



## Board Memo

**Date:** 11/17/2003  
**To:** Honorable Chairman and Members of the ETSB  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** Resolution Report

---

Please find attached the October, 2003 Resolution Report.

Respectfully submitted,



William Gamblin

WHG

Attachments

OCTOBER, 2003

ERROR  
NO ALI

NUMBER CORRECTED TESTED COMPLETE			
15	15	6	9

NO ANL

NUMBER CORRECTED TESTED COMPLETE			
15	15		15

INCORRECT ADDRESS

NUMBER CORRECTED TESTED COMPLETE			
12	12	7	7

MSAG-STREET RANGE/COMMUNITY

NUMBER CORRECTED TESTED COMPLETE			
6	6		6

ASSIGNED ADDRESSES-UNINCORPORATED  
NEW ROADS (NEW MSAG LISTING)

4
0

TOTAL ERRORS  
TOTAL ERRORS CLEARED

48
37

# ERROR REPORT (MONTHLY) COMMUNITY

	#ERRORS				ERROR TYPE
	RESIDENTIAL	BUSINESS	TOTAL ERRORS	DATA #CORRECTED	
ANCHOR	0	0	0	1	
ARROWSMITH	0	0	0	1	
BELLFLOWER	0	0	0	2	
BLOOMINGTON	1	16	17	42	
CARLOCK	0	0	0	3	
CHENOA	0	1	1	4	
COLFAX	0	0	0		
COOKSVILLE	0	0	0		
CROPSEY	0	0	0	2	
DANVERS	1	1	2	1	
DOWN	1	1	2	2	
EL PASO	0	0	0	1	
ELLSWORTH	0	1	1	2	
GRIDLEY	0	0	0		
HEYWORTH	0	0	0	1	
HUDSON	2	1	3	1	
LEROI	7	0	7	5	
LEXINGTON	4	0	4	5	
MANSFIELD	0	0	0	1	
MCLEAN	0	1	1		
MINIER	0	0	0		
NORMAL	0	5	5	7	
SAYBROOK	1	0	1	5	
SHIRLEY	0	2	2	1	
STANFORD	0	0	0		
TOWANDA	0	0	0	1	
OTHER	1	0	1		
TOTAL ERRORS	18	29	47	88	0

\*NO STREET NAME = NSN  
 \*MSAG PROBLEM = MSAG  
 \*NEED 911 ADDRESS = N911  
 \*CITY JURISDICTION = CJ  
 \*CELL TOWER = CT  
 \*REMOVE STREET DIRECTIONAL = RSD  
 \*COMMUNITY ERROR=COMM  
 \*NUMBER DISCONNECTED=ND  
 \*WRONG COUNTY=WC  
 \*DATA LINE ≠ DL  
 \*SPELLING ERROR = SP

ERRORS AS OF SEPTEMBER 30, 2003

NEW ERRORS FOR OCTOBER

ERRORS CORRECTED IN OCTOBER

ERRORS AS OF OCTOBER 31, 2003

DATA LINES

ILLINOIS STATE UNIVERSITY



## Board Memo

**Date:** 11/16/2003  
**To:** Honorable Chairman and Members of the ETSB  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** Wireless Number Potability

---

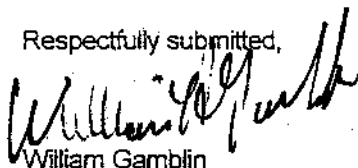
Two ruling by the FCC will affect 9-1-1; those being Wireless Number Portability and Wireless-Wire line Number Portability.

The first ruling (note attached) allows consumers to take their wireless telephone number to another wireless carrier if they move service. This will complicate the record keeping and may lead to more problems in locating wireless callers if the carriers do not handle the transfer properly.

The second ruling was to allow the use of a wireless telephone number for a home telephone number. Here again we expect trouble is possible.

The FCC has made a rash of decisions that do not take emergency communications into consideration. Someone has an agenda in that office and it does not include making 9-1-1 operations any easier. NENA is trying to have the FCC pay more attention to the impact of decisions on 9-1-1 but only time will tell if the efforts help.

Respectfully submitted,



William Gamblin

WHG

Attachments

11/16/2003

Confidential

1



## Wireless Telecommunications Bureau

[FCC](#) > [WTB](#) > Wireless Local Number Portability

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### Wireless Local Number Portability

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Wireless local number portability (WLNP) allows wireless subscribers to change service providers within a given location while retaining the same phone number. Wireless consumers who wish to port their phone number must contact the prospective new carrier, who will start the process of porting by contacting the consumer's current carrier.

FCC rules require wireless carriers to make WLNP available according to the following schedule:

- Wireless carriers in the Top 100 Metropolitan Statistical Areas (MSAs) must implement WLNP starting November 24, 2003.
- Wireless carriers outside the Top 100 MSAs that receive a request to port a telephone number must be capable of doing so within six months after receiving such a request, or by May 24, 2004, whichever is later.
- The [Top 100 MSAs list \(PDF\)](#) was compiled from Year 2000 census data. However, because the the Commission's LNP requirements extend to any city included in the Top 100 MSAs in 1990, any city appearing in the 1990 census top 100 list, but not in the 2000 census, has been included as well.

Wireline carriers are already required to provide number portability to their customers. Consequently, when WLNP becomes available, consumers will be able to switch from one wireless carrier to another, from a wireline carrier to a wireless carrier, or from a wireless carrier to a wireline carrier, while retaining the same telephone number.

A consumer wishing to port a number should contact the prospective new carrier, who will start the process of porting by contacting the consumer's current carrier. Commission rules require carriers to port a number when they receive a valid request, and carriers may not refuse to port. However, consumers are still legally bound by their existing service agreements and should be familiar with any fees they may incur for canceling an existing contract before deciding to port a number to a new carrier.

### Releases

11/4/2003

NEWS

[FCC Provides Information for Consumers on Wireless Local Number Portability](#)
[pdf](#) - [Word](#)
Attachment A: [pdf](#) - [Word](#)
Attachment B: [pdf](#)



# NEWS

Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, D. C. 20554

News Media Information 202 / 418-0600  
Internet: <http://www.fcc.gov>  
TTY: 1-888-835-5322

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action.  
See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).

FOR IMMEDIATE RELEASE  
November 10, 2003

NEWS MEDIA CONTACT:  
Chelsea Fallon at (202) 418-7991

## FCC CLEARS WAY FOR LOCAL NUMBER PORTABILITY BETWEEN WIRELINE AND WIRELESS CARRIERS

Washington, D.C. -- The Federal Communications Commission (FCC) today reaffirmed that wireline carriers must port numbers to wireless carriers under its current rules. The Order provides guidance to the wireless and wireline industries on issues related to "intermodal" local number portability (LNP), *i.e.*, the ability of customers to switch from a wireline carrier to a wireless carrier, or from a wireless to a wireline carrier, without changing telephone numbers. In a Memorandum Opinion and Order (Order) and Further Notice of Proposed Rulemaking (Further Notice), the FCC clarified that porting from a wireline carrier to a wireless carrier is required where the requesting wireless carrier's coverage area overlaps the geographic location in which the wireline number is provisioned, including cases where the wireless carrier does not have a point of interconnection or numbering resources in the rate center to which the phone number is assigned. The FCC also sought comment on how to facilitate wireless-to-wireline porting in cases where the rate center associated with the wireless number is different from the rate center in which the wireline carrier seeks to serve the customer. Finally, the FCC sought comment on whether to reduce the duration of the porting interval for ports between wireline and wireless carriers.

Today's order follows up on a prior order released by the FCC on October 7, 2003, that addressed similar issues with respect to the implementation of wireless-to-wireless LNP. Under Commission rules, wireless carriers in the 100 largest metropolitan statistical areas (MSAs) must begin supporting LNP on November 24, 2003, which will enable consumers to begin both wireless-to-wireless and intermodal porting in those markets. A list of these MSAs can be found on the FCC's website at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-240702A3.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-240702A3.pdf).

A "rate center" is the geographic area served by a wireline carrier's central office switch, and is used to determine the rating of calls to and from that switch as local or toll calls. Blocks of telephone numbers used by both wireline and wireless carriers are assigned to particular rate centers. However, while wireline local exchange carriers (LECs) have numbering resources in most rate centers, wireless carriers, because of the nature of their networks, typically do not, but instead serve customers over a wider geographic area from a single rate center in that area.

Today's Order requires wireline carriers to port phone numbers to wireless carriers in cases where the wireless carrier's coverage area -- the area in which wireless service can be received from that carrier -- overlaps the rate center in which the wireline phone number is assigned, provided that the wireless carrier maintains the number's original rate center designation following the port.

Wireline carriers operating in the 100 largest MSAs must support wireline-to-wireless number porting in accordance with today's order by November 24, 2003, unless they can demonstrate that

complying with these requirements would be technically infeasible. Wireline carriers operating outside the 100 largest MSAs are not required to comply with the order until May 24, 2004, which is the earliest date that wireless carriers serving these areas are required to implement LNP.

The Order also clarifies that wireless carriers do not need to negotiate interconnection agreements with wireline carriers solely for the purpose of porting numbers. In cases where parties are unable to reach an agreement on porting terms, the FCC requires that carriers port numbers upon request and receipt of appropriate technical information, with no conditions.

Regarding the length of time it will take to port a number from a wireline to a wireless phone, the FCC has not adopted a mandatory porting interval in today's order, but is instead seeking comment on this issue. Wireline carriers are currently required to port numbers to other carriers within four business days, and the FCC asks whether this interval should be reduced. The Further Notice also seeks comment on issues related to wireless-to-wireline porting, such as the technical and regulatory obstacles associated with wireless-to-wireline porting when the rate center associated with the wireless number and the rate center in which the wireline carrier seeks to serve the customer do not match.

Action by the Commission, November 7, 2003, by Memorandum Opinion and Order and Further Notice of Proposed Rulemaking (FCC 03-284). Chairman Powell, Commissioners Abernathy, Copps, Martin, and Adelstein, with separate statements issued by Chairman Powell, Commissioners Abernathy, Copps, Martin, and Adelstein.

FCC Contact: Jennifer Salhus, (202) 418-2823, email: [Jennifer.Salhus@fcc.gov](mailto:Jennifer.Salhus@fcc.gov).

CC Docket No. 95-116

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of  
Telephone Number Portability

CTIA Petitions for Declaratory Ruling on  
Wireline-Wireless Porting Issues

CC Docket No. 95-116

MEMORANDUM OPINION AND ORDER AND FURTHER NOTICE OF PROPOSED  
RULEMAKING

Adopted: November 7, 2003

Released: November 10, 2003

By the Commission: Chairman Powell, Commissioners Abernathy, Copps, Martin, and Adelstein issuing  
separate statements.

Comment Date: 20 days after publication in the Federal Register.

Reply Comment Date: 30 days after publication in the Federal Register.

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Appendix A – List of Commenters

Appendix B - Initial Regulatory Flexibility Analysis

## I. INTRODUCTION

1. In this order, we provide guidance to the industry on local number portability (LNP) issues relating to porting between wireless and wireline carriers (intermodal porting). First, in response to a Petition for Declaratory Ruling filed on January 23, 2003, by the Cellular Telecommunications and Internet Association (CTIA), we clarify that nothing in the Commission's rules limits porting between wireline and wireless carriers to require the wireless carrier to have a physical point of interconnection<sup>1</sup> or numbering resources in the rate center where the number is assigned. We find that porting from a wireline carrier to a wireless carrier is required where the requesting wireless carrier's "coverage area" overlaps the geographic location in which the customer's wireline number is provisioned, provided that the porting-in carrier maintains the number's original rate center designation following the port. The wireless "coverage area" is the area in which wireless service can be received from the wireless carrier. In addition, in response to a subsequent CTIA petition, we clarify that wireline carriers may not require wireless carriers to enter into interconnection agreements as a precondition to porting between the carriers. We also decline to adopt a mandatory porting interval for wireline-to-wireless ports at the present time, but we seek comment on the issue as noted below.

2. In the accompanying Further Notice of Proposed Rulemaking (Further Notice), we seek comment on how to facilitate wireless-to-wireline porting if the rate center associated with the wireless number is different from the rate center in which the wireline carrier seeks to serve the customer. In addition, we seek comment on whether we should require carriers to reduce the length of the porting interval for ports between wireless and wireline carriers.

## II. BACKGROUND

### A. Statutory and Regulatory Background

3. Section 251(b) of the Communications Act of 1934, as amended (the Act) requires local exchange carriers (LECs) to provide local number portability, to the extent technically feasible, in accordance with requirements prescribed by the Commission.<sup>2</sup> Under the Act and the Commission's

<sup>1</sup> Referred to hereinafter as "point of interconnection."

<sup>2</sup> 47 U.S.C. § 251(b)(2).

rules, local number portability is defined as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."<sup>3</sup>

4. The Commission released the Local Number Portability *First Report and Order* in 1996, which promulgated rules and deployment schedules for the implementation of number portability.<sup>4</sup> The Commission highlighted the critical policy goals underlying the LNP requirement, indicating that "the ability of end users to retain their telephone numbers when changing service providers gives customers flexibility in the quality, price, and variety of telecommunications services they can choose to purchase."<sup>5</sup> The Commission found that "number portability promotes competition between telecommunications service providers by, among other things, allowing customers to respond to price and service changes without changing their telephone numbers."<sup>6</sup>

5. The Commission adopted broad porting requirements, noting that "as a practical matter, [the porting obligation] requires LECs to provide number portability to other telecommunications carriers providing local exchange or exchange access service within the same MSA."<sup>7</sup> In addition, the Commission noted the section 251(b) requires LECs to port numbers to wireless carriers. The Commission stated that "section 251(b) requires local exchange carriers to provide number portability to all telecommunications carriers, and thus to Commercial Mobile Radio Service (CMRS) providers as well as wireline service providers."<sup>8</sup>

6. The Commission adopted rules implementing the LNP requirements. Section 52.21(k) of the rules defines number portability to mean "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."<sup>9</sup> Section 52.23(b)(1) provides that "all local exchange carriers (LECs) must provide a long-term database method for number portability in the 100 largest Metropolitan Statistical Areas (MSAs) by December 31, 1998 ... in switches for which another carrier has made a specific request for the provision of number portability ..."<sup>10</sup> Finally, Section 52.23(b)(2)(i) of the Commission rules provides that "any wireline carrier that is certified ... to provide local exchange service, or any licensed CMRS provider, must be permitted to make a request for the provision of number portability."<sup>11</sup>

7. In 1997, in the Local Number Portability *Second Report and Order*, the Commission adopted recommendations from the North American Numbering Council (NANC) for the implementation of

<sup>3</sup> 47 U.S.C. § 153(30); 47 C.F.R. § 52.21(k).

<sup>4</sup> Telephone Number Portability, CC Docket No. 95-116, First Report and Order and Further Notice of Proposed Rulemaking, 11 FCC Rcd 8352 (1996) (First Report and Order).

<sup>5</sup> *Id.* at 8368, para. 30.

<sup>6</sup> *Id.*

<sup>7</sup> *Id.* at 8393, para. 77.

<sup>8</sup> *Id.* at 8431, para. 152.

<sup>9</sup> 47 C.F.R. § 52.21(k).

<sup>10</sup> 47 C.F.R. § 52.23(b)(1).

<sup>11</sup> 47 C.F.R. § 52.23(b)(2)(i).

wireline-to-wireline number portability.<sup>12</sup> Under the guidelines developed by the NANC, porting between LECs was limited to carriers with facilities or numbering resources in the same rate center to accommodate technical limitations associated with the proper rating of wireline calls.<sup>13</sup> The NANC guidelines made no recommendations regarding limitations on intermodal porting.

8. Although the Act excludes CMRS providers from the definition of local exchange carrier, and therefore from the section 251(b) obligation to provide number portability, the Commission has extended number portability requirements to CMRS providers.<sup>14</sup> In the *Local Number Portability First Report and Order*, the Commission indicated that it had independent authority under sections 1, 2, 4(i), and 332 of the Communications Act of 1934, as amended, to require CMRS carriers to provide number portability.<sup>15</sup> The Commission noted that "sections 2 and 332(c)(1) of the Act give the Commission authority to regulate commercial mobile radio service operators as common carriers ..."<sup>16</sup> Noting that section 1 of the Act requires the Commission to make available to people of the United States, a rapid, efficient, nation-wide and world-wide wire and radio communication service, the Commission stated that its interest in number portability "is bolstered by the potential deployment of different number portability solutions across the country, which would significantly impact the provision of interstate telecommunications services."<sup>17</sup> Section 4(i) of the Act grants the Commission authority to "perform any and all acts, make such rules and regulations, and issue such orders, not inconsistent with [the Communications Act of 1934, as amended] as may be necessary in the execution of its functions."<sup>18</sup> The Commission concluded that "the public interest is served by requiring the provision of number portability by CMRS providers because number portability will promote competition between providers of local telephone services and thereby promote competition between providers of interstate access services."<sup>19</sup>

9. The Commission determined that implementation of wireless LNP, which would enable wireless subscribers to keep their phone numbers when changing carriers, would enhance competition between wireless carriers as well as promote competition between wireless and wireline carriers.<sup>20</sup> The

<sup>12</sup> Telephone Number Portability, CC Docket No. 95-116, *Second Report and Order*, 12 FCC Rcd 12,281 (1997) (*Second Report and Order*). The requirement that LECs port numbers to wireless carriers has not been applied previously due to extensions of the deadline for wireless carriers' implementation of LNP. See Telephone Number Portability, Cellular Telecommunications & Industry Association's Petition for Extension of Implementation Deadlines, CC Docket No. 95-116, *Memorandum Opinion and Order*, 13 FCC Rcd 16315 (1998); Telephone Number Portability, Cellular Telecommunications & Industry Association's Petition for Forbearance from Commercial Mobile Radio Services Number Portability Obligations, WT Docket No. 98-229, *Memorandum Opinion and Order*, 14 FCC Rcd 3092 (1999); and Verizon Wireless Petition for Partial Forbearance from the Commercial Mobile Radio Services Number Portability Obligation, WT Docket No. 01-184 and CC Docket No. 95-116, *Memorandum Opinion and Order*, 17 FCC Rcd 14972 (2002).

<sup>13</sup> North American Numbering Council Local Number Portability Selection Working Group Final report and Recommendation to the FCC, Appendix D at 6 (rel. April 25, 1997). This report is available at <http://www.fcc.gov/wcb/tapd/nanc/lnpastuf.html>.

<sup>14</sup> *First Report and Order* at 8431, paras 152-53.

<sup>15</sup> *Id.* at para. 153. See 47 U.S.C. §§ 1, 2, 4(i), and 332.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at 8432, para. 153.

<sup>18</sup> 47 U.S.C. § 154(i).

<sup>19</sup> *First Report and Order* at 8432, para. 153.

<sup>20</sup> *Id.* at 8434-36, paras. 157-160.



"rate center disparity," raises questions by some carriers about competitive neutrality.<sup>30</sup> The Common Carrier Bureau sought comment on the NANC report.<sup>31</sup>

12. The NANC submitted a second report on the integration of wireless and wireline number portability to the Commission in 1999,<sup>32</sup> and a third report in 2000,<sup>33</sup> both focusing on porting interval issues. The second report provided an analysis of the wireline porting interval and considered alternatives to reduce the porting interval for ports between wireless and wireline carriers.<sup>34</sup> The report recommended that each potential alternative be thoroughly developed and investigated.<sup>35</sup> The third report again analyzed the elements of the wireline porting interval and examined whether the length of the porting interval for both intermodal ports and wireline-to-wireline ports could be reduced.<sup>36</sup> The NANC determined that the wireline porting interval should not be reduced, but it was unable to reach a consensus on an intermodal porting interval.<sup>37</sup> Accordingly, we seek comment on the appropriate interval for intermodal porting.<sup>38</sup>

#### B. Outstanding Petitions for Declaratory Ruling

13. On January 23, 2003, CTIA filed a petition requesting that the Commission issue a declaratory ruling that wireline carriers have an obligation to port their customers' telephone numbers to wireless carriers whose service areas overlap the wireline rate center that is associated with the number.<sup>39</sup> In its petition, CTIA claims that some LECs have narrowly construed their LNP obligations with regard to wireless carriers, taking the position that portability is only required where the wireless carrier receiving the number already has a point of presence or numbering resources in the wireline rate center.<sup>40</sup> CTIA urges the Commission to confirm that wireline carriers have an obligation to port to wireless carriers when their respective service areas overlap. CTIA notes that, in several of its decisions, the Commission has found that LNP is necessary to promote competition between the wireless and wireline

<sup>30</sup> Letter from Alan C. Hasselwander, Chairman, NANC to A. Richard Metzger, Jr., Chief, Common Carrier Bureau (filed Apr. 14, 1998).

<sup>31</sup> Common Carrier Bureau Seeks Comment on North American Numbering Council Recommendation Concerning Local Number Portability Administration Wireline and Wireless Integration, CC Docket No. 95-116, *Public Notice*, 13 FCC Rcd 17342 (1998).

<sup>32</sup> North American Numbering Council Local Number Portability Administration Working Group Second Report on Wireless Wireline Integration, June 30, 1999, CC Docket No. 95-116 (filed Nov. 4, 1999) (Second Report on Wireless Wireline Integration).

<sup>33</sup> North American Numbering Council Local Number Portability Administration Working Group Third Report on Wireless Wireline Integration, Sept. 30, 2000, CC Docket no. 95-116 (filed Nov. 29, 2000) (Third Report on Wireless Wireline Integration).

<sup>34</sup> Second Report on Wireless Wireline Integration at section 3.

<sup>35</sup> *Id.* at section 1.1.

<sup>36</sup> Third Report on Wireless Wireline Integration at section 3.

<sup>37</sup> Letter from John R. Hoffman, NANC Chair to Dorothy Attwood, Chief, Common Carrier Bureau, (filed Nov. 29, 2000).

<sup>38</sup> See paras. 45-51, *infra*.

<sup>39</sup> CTIA Petition for Declaratory Ruling, CC Docket No. 95-116 (filed Jan. 23, 2003) (January 23<sup>rd</sup> Petition).

<sup>40</sup> *Id.* at 3.

Commission noted that "service provider portability will encourage CMRS-wireline competition, creating incentives for carriers to reduce prices for telecommunications services and to invest in innovative technologies, and enhancing flexibility for users of telecommunications services."<sup>21</sup> Commission rules reflecting the wireless LNP requirement provide that, by the implementation deadline, "all covered CMRS providers must provide a long-term database method for number portability ... in switches for which another carrier has made a request for the provision of LNP."<sup>22</sup>

10. In the Local Number Portability *Second Report and Order*, after adopting NANC guidelines applicable to wireline-to-wireline porting, the Commission directed the NANC to develop standards and procedures necessary to provide for wireless carriers' participation in local number portability.<sup>23</sup> The Commission indicated its expectation that changes to LNP processes would need to be made to accommodate porting to wireless carriers. The Commission noted that "the industry, under the auspices of NANC, will probably need to make modifications to local number portability standards and processes as it gains experience in implementing number portability and obtains additional information about incorporating CMRS providers into a long-term number portability solution and interconnecting CMRS providers with wireline carriers already implementing their number portability obligations."<sup>24</sup> In addition, the Commission noted that the NANC would have to consider issues of particular concern to wireless carriers, including how to account for differences between service area boundaries for wireline versus wireless services.<sup>25</sup>

11. In 1998, the NANC submitted a report on the integration of wireless and wireline number portability from its Local Number Portability Administration (LNPA) Working Group to the Common Carrier Bureau (now known as the Wireline Competition Bureau).<sup>26</sup> The report discussed technical issues associated with wireless-to-wireline porting. The report noted that differences between the local serving areas of wireless and wireline carriers affected the porting capabilities of each type of carrier, making it infeasible for some wireline carriers to port-in numbers from wireless subscribers. The report explained that because wireline service is fixed to a specific location the subscriber's telephone number is limited to use within the rate center within which it is assigned.<sup>27</sup> By contrast, the report noted, because wireless service is mobile and not fixed to a specific location, while the wireless subscriber's number is associated with a specific geographic rate center, the wireless service is not limited to use within that rate center.<sup>28</sup> As a result of these differences, the report indicated that, if a wireless subscriber seeks to port his or her number to a wireline carrier, but the subscriber's NPA-NXX is outside of the wireline rate center where the subscriber is located, the wireline carrier may not be able to receive the ported number.<sup>29</sup> The NANC did not reach consensus on a solution to this issue, and reported that this lack of symmetry, referred to as

<sup>21</sup> *Id.* at 8437, para. 160.

<sup>22</sup> 47 C.F.R. § 52.31(a).

<sup>23</sup> Second Report and Order at 12333, para. 90.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 12334, para. 91.

<sup>26</sup> North American Numbering Council Local Number Portability Administration Working Group Report on Wireless Wireline Integration, May 8, 1998, CC Docket No. 95-116 (filed May 18, 1998) (First Report on Wireless Wireline Integration).

<sup>27</sup> *Id.* at 7.

<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

industries. CTIA argues that, without Commission action to resolve the deadlock over the rate center disparity issue, the reality of wireline-to-wireless porting will be at risk because many wireline subscribers will be unable to port their numbers to wireless carriers that serve their areas.<sup>41</sup>

14. CTIA also requests that the Commission confirm that a wireline carrier's obligation to port numbers to a wireless carrier can be based on a service-level porting agreement between the carriers, and does not require an interconnection agreement. According to CTIA, number portability requires only that a carrier release a customer's number to another carrier and assign the number to the new carrier in the Number Portability Administration Center (NPAC) database, which is queried solely to identify the carrier that can terminate calls to the customer.<sup>42</sup>

15. The majority of wireless carriers submitting comments support CTIA's request for declaratory ruling. They agree with CTIA that, without Commission action to resolve the rate center issue, the majority of wireline customers will be prevented from porting their number to a wireless carrier.<sup>43</sup> They call for the Commission to reject any proposal that would restrict porting to rate centers where a wireless carrier has already obtained numbers, contending that such a limitation would be inconsistent with the competitive objectives of intermodal LNP and would waste numbering resources.<sup>44</sup>

16. Wireline carriers generally oppose CTIA's petition.<sup>45</sup> Some argue that requiring LECs to port to carriers who do not have a point of interconnection or numbering resources in the same rate center in which the number is assigned would give wireless carriers an unfair competitive advantage over wireline carriers.<sup>46</sup> LECs argue that, in contrast to wireless carriers who have flexibility in establishing their service areas and rates, wireline carriers are governed by state regulations. Under the state regulatory regime, they rate and route local and toll calls based on wireline rate centers. Consequently, LECs contend, wireline service providers do not have the same opportunity that wireless carriers have to offer number portability where the rate center in which the number is assigned does not match the rate center in which the LEC seeks to serve the customer.<sup>47</sup> Others argue that CTIA's petition would amount to a system of location portability rather than service provider portability, causing customer confusion over

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<sup>41</sup> *Id.* at 19.

<sup>42</sup> *Id.* at 3.

<sup>43</sup> AT&T Wireless, Midwest Wireless, Nextel, Sprint, T-Mobile, and US Cellular all filed comments supporting CTIA's January 23<sup>rd</sup> petition. Comments and Reply Comments filed in response to the CTIA's January 23<sup>rd</sup> and May 13<sup>th</sup> petitions are listed in Appendix A.

<sup>44</sup> *See, e.g.*, Sprint Reply Comments on CTIA's January 23<sup>rd</sup> Petition at 9; T-Mobile Comments on CTIA's January 23<sup>rd</sup> Petition at 14-15; and Virgin Mobile Reply Comments on CTIA's January 23<sup>rd</sup> Petition at 4.

<sup>45</sup> Centurytel, Fred Williams & Associates, the Independent Alliance, the Michigan Exchange Carriers Association, NECA and NTCA, the Nebraska Rural Independent Companies, OPASTCO, SBC, TCA, USTA, and Valor Communications all filed comments opposing CTIA's January 23<sup>rd</sup> petition.

<sup>46</sup> *See, e.g.*, Centurytel Comments on CTIA's January 23<sup>rd</sup> Petition at 5-6; Fred Williams & Associates Comments on CTIA's January 23<sup>rd</sup> Petition at 8; SBC Comments on CTIA's January 23<sup>rd</sup> Petition at 1; Letter from Cronan O'Connell, Vice President-Federal Regulatory, Qwest to Marlene H. Dortch, Secretary, FCC, CC Docket No. 95-116 (filed Oct. 9, 2003) (Qwest Oct. 9<sup>th</sup> *Ex Parte*); and Letter from Kathleen B. Levitz, Vice President-Federal Regulatory, BellSouth to Marlene H. Dortch, Secretary, FCC, CC Docket No. 95-116 (filed Sept. 9, 2003) (BellSouth Sept. 9<sup>th</sup> *Ex Parte*).

<sup>47</sup> *See, e.g.*, Letter from James C. Smith, Senior Vice President, SBC Telecommunications, Inc. to Michael K. Powell, Chairman, FCC, CC Docket No. 95-116 (filed Aug. 29, 2003) (SBC Aug. 29<sup>th</sup> *Ex Parte*); and BellSouth Sept. 9<sup>th</sup> *Ex Parte*.

the rating of calls.<sup>48</sup> Several LECs also argue that the Commission may not permit intermodal porting outside of wireline rate center boundaries without first issuing a Notice of Proposed Rulemaking.<sup>49</sup> Several rural LECs argue that requiring porting between wireline and wireless carriers where the wireless carriers do not have a point of interconnection in the same rate center as the ported number would raise intercarrier compensation issues, as wireline carriers would be required to transport calls to ported numbers through points of interconnection outside of rural LEC serving areas.<sup>50</sup>

17. On May 13, 2003, CTIA filed a second Petition for Declaratory Ruling. In its petition, CTIA argues that, in addition to the rate center issue that was the subject of its January petition, there are additional LNP implementation issues that have not been resolved by industry consensus and therefore must be addressed by the Commission.<sup>51</sup> Specifically, CTIA requests that the Commission rule on the appropriate length of the porting interval, the necessity of interconnection agreements, a dispute between BellSouth and Sprint concerning the ability of carriers to designate different routing and rating points, definition of the largest 100 Metropolitan Statistical Areas (MSAs), the bona fide request requirement, and whether carriers must support nationwide roaming for customers with ported numbers.

18. On October 7, 2003, we released a Memorandum Opinion and Order addressing carrier requests for clarification of wireless-wireless porting issues.<sup>52</sup> In response to CTIA's May 13<sup>th</sup> petition as well as a Petition for Declaratory Ruling/Application for Review, we concluded that wireless carriers may not impose "business rules" on their customers that purport to restrict carriers' obligations to port numbers upon receipt of a valid request to do so. In addition, we clarified that wireless-to-wireless porting does not require the wireless carrier receiving the number to be directly interconnected with the wireless carrier that gives up the number or to have numbering resources in the rate center associated with the ported number. We clarified that, although wireless carriers may voluntarily negotiate interconnection agreements with one another, such agreements are not required for wireless-to-wireless porting. We confirmed also that, in cases where wireless carriers are unable to reach agreement regarding the terms and conditions of porting, all such carriers must port numbers upon receipt of a valid request from another carrier, with no conditions.

19. We encouraged wireless carriers to complete "simple" ports within the industry-established two and one half hour porting interval and found that no action was necessary regarding the porting of numbers served by Type 1 interconnection because carriers are migrating these numbers to switches served by Type 2 interconnection or are otherwise developing solutions.<sup>53</sup> Finally, we reiterated the requirement that wireless carriers support roaming nationwide for customers with pooled and ported

<sup>48</sup> See Centurytel Comments on CTIA's January 23<sup>rd</sup> Petition at 4-5.

<sup>49</sup> See, e.g., Letter from Gary Lytle, Qwest to Marlene H. Dortch, Secretary, FCC (filed Oct. 17, 2003) (Qwest Oct. 17<sup>th</sup> Ex Parte); and SBC Aug. 29<sup>th</sup> Ex Parte.

<sup>50</sup> NECA and NTCA Comments on CTIA's January 23<sup>rd</sup> Petition at 6. See, In the Matter of Sprint Petition for Declaratory Ruling, Obligation of Incumbent LECs to Load Numbering Resources Lawfully Acquired and to Honor Routing and Rating Points Designated by Interconnecting Carriers, Sprint Petition for Declaratory Ruling, CC Docket No. 01-92 (filed July 18, 2002) (Sprint Petition for Declaratory Ruling).

<sup>51</sup> CTIA Petition for Declaratory Ruling, CC Docket No. 95-116 (filed May 13, 2003) (May 13<sup>th</sup> Petition).

<sup>52</sup> Telephone Number Portability, CC Docket No. 95-116, *Memorandum Opinion and Order*, FCC 03-237, rel. Oct. 7, 2003.

<sup>53</sup> Type 1 numbers reside in an end office of a LEC and are assigned to a Type 1 interconnection group, which connects the wireless carrier's switch and the LEC's end office switch. Type 2 numbers reside in a wireless carrier's switch and are assigned to a Type 2 interconnection group, which connects the wireless carrier's switch and a LEC access tandem switch or end office switch.

numbers, and we addressed outstanding petitions for waiver of the roaming requirement. We indicated our intention to address issues related to intermodal porting in a separate order.<sup>54</sup>

### III. ORDER

#### A. Wireline-to-Wireless Porting

20. *Background.* In its January 23<sup>rd</sup> Petition, CTIA requests that the Commission clarify that the LNP rules require wireline carriers to port numbers to any wireless carrier whose service area overlaps the wireline carrier's rate center that is associated with the ported number.<sup>55</sup> CTIA claims that, absent such a clarification, a majority of wireline customers will not be able to port their phone number to the wireless carrier of their choice because wireless carriers typically have a point of interconnection or numbering resources in only a fraction of the wireline rate centers in their service areas.<sup>56</sup> Citing prior Commission decisions, CTIA notes that the Commission has cited intermodal competition as a basis for imposing LNP requirements on wireless carriers.<sup>57</sup> CTIA argues that the Commission's objectives with respect to intermodal competition cannot be realized without prompt action.

21. *Discussion.* The Act and the Commission's rules impose broad porting obligations on LECs. Section 251(b) of the Act provides that all local exchange carriers "have the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission."<sup>58</sup> The Act defines number portability as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."<sup>59</sup> In implementing these requirements in the Local Number Portability *First Report and Order*, the Commission determined that LECs were required to provide portability to all other telecommunications carriers, including CMRS service providers, providing local exchange or exchange access service within the same MSA.<sup>60</sup> The Commission's rules reflect these requirements, requiring LECs to offer number portability in switches for which another carrier made a request for number portability and providing that all carriers, including CMRS service providers must be permitted to make requests for number portability.<sup>61</sup>

<sup>54</sup> Remaining issues from CTIA's January 23<sup>rd</sup> and May 13<sup>th</sup> petitions pertaining to intermodal porting are addressed in this order. Additional issues from CTIA's May 13<sup>th</sup> petition, including the implication of the porting interval for E911, the definition of the 100 largest MSAs, and the bona fide request requirement have been addressed separately. See Letter from John B. Muleta, Chief, Wireless telecommunications Bureau, to John T. Scott, III, Vice President and Deputy General Counsel, Verizon Wireless and Michael F. Altschul, Senior Vice President, General Counsel, CTIA, CC Docket No. 95-116, DA 03-2190, dated July 3, 2003. See also, Numbering Resource Optimization, *Fourth Report and Order and Fourth Further Notice of Proposed Rulemaking*, CC Docket Nos. 99-200 and 95-116 (rel. June 18, 2003).

<sup>55</sup> January 23<sup>rd</sup> Petition at 3.

<sup>56</sup> *Id.* at 18.

<sup>57</sup> *Id.* at 12-16.

<sup>58</sup> 47 U.S.C. § 251(b).

<sup>59</sup> 47 U.S.C. § 153(30).

<sup>60</sup> *First Report and Order* at 8393, 8431, paras. 77 and 152.

<sup>61</sup> 47 C.F.R. § 52.23(b)(1), (b)(2)(i).

22. We conclude that, as of November 24, 2003, LECs must port numbers to wireless carriers where the requesting wireless carrier's "coverage area" overlaps the geographic location of the rate center in which the customer's wireline number is provisioned, provided that the porting-in carrier maintains the number's original rate center designation following the port.<sup>62</sup> Permitting intermodal porting in this manner is consistent with the requirement that carriers support their customers' ability to port numbers while remaining at the same location. For purposes of this discussion, the wireless "coverage area" is the area in which wireless service can be received from the wireless carrier. Permitting wireline-to-wireless porting under these conditions will provide customers the option of porting their wireline number to any wireless carrier that offers service at the same location. We also reaffirm that wireless carriers must port numbers to wireline carriers within the number's originating rate center. With respect to wireless-to-wireline porting, however, because of the limitations on wireline carriers' networks ability to port-in numbers from distant rate centers, we will hold neither the wireline nor the wireless carriers liable for failing to port under these conditions. Rather, we seek comment on this issue in the Further Notice below.

23. We make our determinations based on several factors. First, as stated above, under the Act and the Commission's rules, wireline carriers must port numbers to other telecommunications carriers, to the extent that it is technically feasible to do so, in accordance with regulations prescribed by the Commission.<sup>63</sup> There is no persuasive evidence in the record indicating that there are significant technical difficulties that would prevent a wireline carrier from porting a number to a wireless carrier that does not have a point of interconnection or numbering resources in the same rate center as the ported number. Accordingly, the plain text of the Act and the Commission's rules, requiring LECs to provide number portability applies. In fact, several LECs acknowledge that there is no technical obstacle to porting wireline numbers to wireless carriers whose point of interconnection is outside of the rate center of the ported numbers.<sup>64</sup> Moreover, at least two LECs, Verizon and Sprint, have already established agreements with their wireless affiliates that specifically provide for intermodal porting.<sup>65</sup> In addition, BellSouth indicates in its comments that it has no intention of preventing customers from porting their telephone numbers to wireless carriers upon the customers' requests – regardless of whether or not the

<sup>62</sup> We anticipate that a minimal amount of identifying information will be transmitted from the wireless carrier to the LEC when a customer seeks to port. For example, carriers may choose to verify the zip code of the porting-out wireline customer in their validation procedures.

<sup>63</sup> 47 U.S.C. § 251(b)(2), 47 C.F.R. § 52.23.

<sup>64</sup> See BellSouth Comments on CTIA's January 23<sup>rd</sup> Petition at 3; and USTA Comments on CTIA's January 23<sup>rd</sup> Petition at 7-8.

Several interexchange carriers (IXCs) have brought to the Commission's attention a problem IXCs face in identifying whether a customer has switched carriers. This problem can result in customers receiving erroneous bills from IXCs after they have switched local or interexchange carriers, and could also be a problem when customers port from a wireline carrier to a wireless carrier. While we do not address this issue in the instant order, we have sought comment on carrier petitions regarding this matter. See Pleading Cycle Established for Comments on Petition for Declaratory Ruling and/or Rulemaking, filed by Americatel Corporation, and for Comments on Joint Petition for Rulemaking to Implement Mandatory Minimum Customer Account Record Exchange Obligations on All Local and Interexchange Carriers, filed by AT&T Corp., Sprint Corp., and WorldCom, Inc., CG Docket No. 02-386, *Public Notice*, 17 FCC Rcd 25535 (2002).

<sup>65</sup> "Verizon and Verizon Wireless Reach Barrier-Free Porting Agreement in Advance of November 24 Deadline," Press Release from Verizon Wireless dated Sept. 22, 2003, available at <http://news.vzw.com/news/2003/09/pr2003-09-22.html>; and "Sprint Wireless Local Number Portability Plans on Track, on Schedule for November Deadline," Press Release from Sprint dated Oct. 1, 2003, available at [Sprint.com](http://Sprint.com).

carriers' service areas overlap.<sup>66</sup> Accordingly, BellSouth states, number portability can still occur despite the "rate center disparity" issue. We note that, to the extent that LECs assert an inability to port numbers to wireless carriers under the circumstances described herein, they bear the burden of demonstrating with specific evidence that porting to a wireless carrier without a point of interconnection or numbering resources in the same rate center to which the ported number is assigned is not technically feasible pursuant to our rules.

24. Second, neither the Commission's LNP rules nor any of the LNP orders have required wireless carriers to have points of interconnection or numbering resources in the same rate center as the assigned number for wireline-to-wireless porting. In the Local Number Portability *Second Report and Order*, the Commission adopted NANC recommendations regarding several specific aspects of number portability implementation, including technical and operational standards for the provision of number portability by wireline carriers.<sup>67</sup> In this context, the Commission adopted the NANC recommendations concerning the boundaries applicable to wireline-to-wireline porting. Specifically, the Commission adopted NANC recommendations limiting the scope of ports to wireline carriers based on wireline carriers' inability to receive numbers from foreign rate centers.<sup>68</sup>

25. In this order, we address a different issue, wireline-to-wireless porting. The NANC recommendations that were the subject of the *Second Report and Order* included a boundary for wireline-to-wireline porting, but were silent regarding wireline-to-wireless porting issues. In adopting the NANC recommendations, the Commission specifically recognized that the NANC had not included recommendations regarding wireless carriers' participation in number portability and that modifications to existing standards and procedures would probably need to be made as the industry obtained additional information about incorporating CMRS service providers into a long-term number portability solution and interconnecting CMRS carriers with wireline carriers already implementing number portability.<sup>69</sup> However, while the Commission noted that NANC should consider intermodal porting issues of concern to wireless carriers, it did not impose limits on wireline-to-wireless porting while NANC considered these issues, nor did it give up its inherent authority to interpret the statute and rules with respect to the obligation of wireline carriers to port numbers to wireless carriers. Accordingly, we find that in light of the fact that the Commission has never adopted any limits regarding wireline-to-wireless number portability, as of November 24, 2003, LECs must port numbers to wireless carriers where the requesting wireless carrier's coverage area overlaps the geographic location of the rate center to which the number is assigned.<sup>70</sup>

<sup>66</sup> See BellSouth Comments on CTIA's January 23<sup>rd</sup> Petition at 3. In recent ex parte filings, BellSouth argues that the Commission cannot proceed to require intermodal porting until it addresses the issues arising from the differences in network architecture, operational support systems, and regulatory requirements that distinguish wireline carriers from wireless carriers. See, e.g., BellSouth Sept. 9<sup>th</sup> *Ex Parte*.

<sup>67</sup> See *Second Report and Order*. Subsequent NANC reports address technical issues associated with wireless-to-wireline porting. In the Further Notice, we seek comment on these technical feasibility issues.

<sup>68</sup> North American Numbering Council Local Number Portability Selection Working Group Final Report and Recommendation to the FCC, Appendix D at 6 (rel. April 25, 1997). This report is available at [www.fcc.gov/wcb/tapd/nanc/lnpastuf.html](http://www.fcc.gov/wcb/tapd/nanc/lnpastuf.html).

<sup>69</sup> *Second Report and Order* 12 FCC Rcd at 12333-34.

<sup>70</sup> Similarly, wireless-to-wireline porting is required, as of November 24, 2003, where the requesting carrier's coverage area overlaps the geographic location of the rate center to which the number is assigned.

26. We reject the argument advanced by certain wireline carriers,<sup>71</sup> that requiring LECs to port to a wireless carrier that does not have a point of interconnection or numbering resources in the same rate center as the ported number would constitute a new obligation imposed without proper notice. In fact, the requirement that LECs port numbers to wireless carriers is not a new rule. Citing the D.C. Circuit's decision in the *Sprint* case specifying the distinction between clarifications of existing rules and new rulemakings subject to APA procedures, Qwest, for example, argues that the permitting wireline-to-wireless porting in the manner outlined above would change LECs' existing porting obligations.<sup>72</sup> As described earlier, however, section 251(b) of the Act and the Commission's Local Number Portability *First Report and Order* impose broad porting obligations on wireline carriers. Specifically, these authorities require wireline carriers to provide portability to all other telecommunications carriers, including wireless service providers. While the Commission decision in the Local Number Portability *Second Report and Order* limited the scope of wireline carriers' porting obligation with respect to the boundary for wireline-to-wireline porting, the Commission, as noted above, has never established limits with respect to wireline carriers' obligation to port to wireless carriers. The clarifications we make in this order interpret wireline carriers' existing obligation to port numbers to wireless carriers. Therefore, these clarifications comply with the requirements of the Administrative Procedure Act as well as the D.C. Circuit's decision in the *Sprint* case.

27. We also reject the argument made by some LECs that the scope of wireline-to-wireless porting should be limited because wireline carriers may not be able to offer portability to certain wireless subscribers.<sup>73</sup> As discussed above, under the Act and the Commission's rules, wireline carriers must port numbers to other telecommunications carriers, to the extent technically feasible. The fact that there may be technical obstacles that could prevent some other types of porting does not justify denying wireline consumers the benefit of being able to port their wireline numbers to wireless carriers. Each type of service offers its own advantages and disadvantages (e.g., wireless service offers mobility and larger calling areas, but also the potential for dropped calls) and wireline customers will consider these attributes in determining whether or not to port their number. In our view, it would not be appropriate to prevent wireline customers from taking advantage of the mobility or the larger local calling areas associated with wireless service simply because wireline carriers cannot currently accommodate all potential requests from customers with wireless service to port their numbers to a wireline service provider. Evidence from the record shows that limiting wireline-to-wireless porting to rate centers where a wireless carrier has a point of interconnection or numbering resources would deprive the majority of wireline consumers of the ability to port their number to a wireless carrier.<sup>74</sup> With such limited intermodal porting, the competitive benefits we seek to promote through the porting requirements may not be fully achieved. The focus of the porting rules is on promoting competition, rather than protecting individual competitors. To the extent that wireline carriers may have fewer opportunities to win customers through porting, this disparity results from the wireline network architecture and state regulatory requirements, rather than Commission rules.

28. We conclude that porting from a wireline to a wireless carrier that does not have a point of interconnection or numbering resources in the same rate center as the ported number does not, in and of itself, constitute location portability, because the rating of calls to the ported number stays the same. As stated above, a wireless carrier porting-in a wireline number is required to maintain the number's original rate center designation following the port. As a result, calls to the ported number will continue to be rated

<sup>71</sup> See, e.g., Letter from Gary Lytle, Qwest to Marlene H. Dortch, Secretary, FCC (filed Oct. 17, 2003) (Qwest Oct. 17<sup>th</sup> Ex Parte); and SBC Aug. 29 Ex Parte.

<sup>72</sup> Qwest Oct. 17<sup>th</sup> Ex Parte at 11. See *Sprint Corp. v. FCC*, 315 F. 3d 369 (D.C. Cir. 2003).

<sup>73</sup> See, e.g., SBC Aug. 29<sup>th</sup> Ex Parte and BellSouth Sept. 9<sup>th</sup> Ex Parte.

<sup>74</sup> January 23<sup>rd</sup> Petition at 6.



in the same fashion as they were prior to the port. As to the routing of calls to ported numbers, it should be no different than if the wireless carrier had assigned the customer a new number rated to that rate center.<sup>75</sup>

29. Some wireline carriers contend that they lack the technical capability to support wireline-to-wireless porting in the manner outlined above, and that they need time to make technical modifications to their systems. We emphasize that our holding in this order requires wireline carriers to support wireline-to-wireless porting in accordance with this order by November 24, 2003, unless they can provide specific evidence demonstrating that doing so is not technically feasible pursuant to our rules.<sup>76</sup> We expect carriers that need to make technical modifications to do so forthwith, as the record indicates that major system modifications are not required and that several wireline carriers have already announced their technical readiness to port numbers to wireless carriers without regard to rate centers.<sup>77</sup> We recognize, however, that many wireline carriers outside the top 100 MSAs may require some additional time to prepare for implementation of intermodal portability. In addition we note that wireless carriers outside the top 100 MSAs are not required to provide LNP prior to May 24, 2004, and accordingly are unlikely to seek to port numbers from wireline carriers prior to that date. Therefore for wireline carriers operating in areas outside of the 100 largest MSAs, we hereby waive, until May 24, 2004, the requirement that these carriers port numbers to wireless carriers that do not have a point of interconnection or numbering resources in the rate center where the customer's wireline number is provisioned. We find that this transition period will help ensure a smooth transition for carriers operating outside of the 100 largest MSAs and provide them with sufficient time to make necessary modifications to their systems.

30. Carriers inside the 100 largest MSAs (or outside the 100 largest MSAs, after the transition period) may file petitions for waiver of their obligation to port numbers to wireless carriers, if they can provide substantial, credible evidence that there are special circumstances that warrant departure from existing rules.<sup>78</sup> We note that several wireline carriers have already filed requests for waiver.<sup>79</sup> We will

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<sup>75</sup> As noted in paras. 39-40 below, there is a dispute as to which carrier is responsible for transport costs when the routing point for the wireless carrier's switch is located outside the wireline local calling area in which the number is rated. See Sprint Petition for Declaratory Ruling. The existence of this dispute over transport costs does not, however, provide a reason to delay or limit the availability of porting from wireline to wireless carriers.

We recognize that the Act limits wireline carriers' ability to route calls outside of Local Access Transport Area (LATA) boundaries. See 47 U.S.C. § 272. See also, Application by SBC Communications, Inc., Southwestern Bell Telephone, and Southwestern Bell Communications, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, *Memorandum Opinion and Order*, 15 FCC Rcd 18354 (2000). Accordingly, we clarify that our ruling is limited to porting within the LATA where the wireless carrier's point of interconnection is located, and does not require or contemplate porting outside of LATA boundaries.

<sup>76</sup> 47 U.S.C. § 251(b). We anticipate that, as a general matter, enforcement issues regarding both wireless-wireless and wireless-wireline local number portability at this time are likely to be better addressed in the context of Section 208 formal compliant proceedings or related mediations as opposed to FCC-initiated forfeiture proceedings. In this connection, we note that a violation of our number portability rules would constitute an unjust and unreasonable practice under section 201(b) of the Act.

<sup>77</sup> We note that Verizon has already announced its intention to port numbers without regard to rate centers. See "Verizon and Verizon Wireless Reach Barrier-Free Porting Agreement in Advance of November 24 Deadline," Press Release from Verizon Wireless dated Sept. 22, 2003, available at <http://news.vzw.com/news/2003/09/pr2003-09-22.html>.

<sup>78</sup> 47 C.F.R. § 1.3, 52.25(e). See also *WAIT Radio v. FCC*, 418 F.2d 1153, 1158 (D.C. Cir. 1969), *cert. denied*, 409 U.S. 1027 (1972).

consider these requests separately, and our decision in this order is without prejudice to any potential disposition of these requests.

### B. Interconnection Agreements

31. *Background.* In its January 23<sup>rd</sup> petition, CTIA requests that the Commission confirm that a wireline carrier's obligation to port numbers to a wireless carrier requires only that a carrier release a customer's number to another carrier and assign the number to the new carrier in the Number Portability Administration Center (NPAC) database, which is queried solely to identify the carrier that can terminate calls to the customer. From a practical perspective, CTIA contends, such porting can be based on a service-level porting agreement between carriers, and does not require direct interconnection or an interconnection agreement. Moreover, CTIA argues, because the Commission imposed number portability requirements on wireless carriers pursuant to its authority under sections 1, 2, 4(i), and 332 of the Act, and outside the scope of sections 251 and 252, number portability between wireline and wireless carriers is governed by a different regime than number portability between wireline carriers and is subject to the Commission's unique jurisdiction over wireless carriers.<sup>80</sup>

32. A number of wireless carriers agree with CTIA, arguing that requiring wireless carriers to establish interconnection agreements with wireline carriers from whom they sought to port numbers would delay LNP implementation.<sup>81</sup> Several wireline carriers, however, assert that interconnection agreements for porting are necessary.<sup>82</sup> SBC, for example, argues that under sections 251 and 252 of the Act, LECs must establish interconnection agreements for porting.<sup>83</sup> SBC contends that interconnection agreements guarantee parties their right to negotiate, provide a means of resolving disputes, and allow public scrutiny of agreements.<sup>84</sup> In addition, some LECs argue that, without interconnection agreements, they have no means to ensure that they will receive adequate compensation for transporting and terminating traffic to wireless carriers.

33. Other LECs, on the other hand, disagree that interconnection agreements are a necessary precondition to intermodal porting. Verizon contends that intermodal porting is not a Section 251 requirement and is therefore not necessary to incorporate wireless-wireline porting into Section 251 agreements.<sup>85</sup> AT&T questions whether either service level agreements or interconnection agreements are necessary, contending that because such little information needs to be exchanged between carriers for porting, less formal arrangements may be sufficient.<sup>86</sup> Sprint argues that interconnection agreements are

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<sup>79</sup> See e.g., Franklin Telephone Company, Inc. Petition for Waiver, CC Docket Nos. 95-116 (filed Sept. 24, 2003); Intercommunity Telephone Company, LLC Petition for Waiver, CC Docket No. 95-116 (filed Sept. 24, 2003); and North Central Telephone Cooperative, Inc. Petition for Waiver, CC Docket No. 95-116 (filed Sept. 24, 2003).

<sup>80</sup> May 13<sup>th</sup> Petition at 17-18.

<sup>81</sup> See Sprint Comments on CTIA's May 13<sup>th</sup> Petition at 16; T-Mobile Comments on CTIA's May 13<sup>th</sup> Petition at 8; and Virgin Mobile Comments on CTIA's May 13<sup>th</sup> Petition at 4-5.

<sup>82</sup> See Missouri Independent Telephone Company Group Comments on CTIA's May 13<sup>th</sup> Petition; National Telecommunications Cooperative Association Comments on CTIA's May 13<sup>th</sup> Petition; and SBC Comments on CTIA's May 13<sup>th</sup> Petition.

<sup>83</sup> SBC Comments on CTIA's May 13<sup>th</sup> Petition at 8.

<sup>84</sup> *Id.*

<sup>85</sup> Sprint Comments on CTIA's May 13<sup>th</sup> Petition at 18; Verizon Comments on CTIA's May 13<sup>th</sup> Petition at 10.

<sup>86</sup> AT&T Reply Comments on CTIA's May 13<sup>th</sup> Petition at 7-8.

not required for LNP because whether or not a customer ports a number from one carrier to another has nothing to do with the interconnection arrangements two carriers use for the exchange of traffic.<sup>87</sup> Several LECs urge the Commission to let carriers determine on their own what type of agreement to use to facilitate porting.<sup>88</sup>

34. *Discussion.* We find that wireless carriers need not enter into section 251 interconnection agreements with wireline carriers solely for the purpose of porting numbers. We note that the intermodal porting obligation is also based on the Commission's authority under sections 1, 2, 4(i) and 332 of the Act. Sprint argues that interconnection agreements are not required to implement every section 251 obligation.<sup>89</sup> Sprint also claims that because porting involves a limited exchange of data (e.g., carriers need only share basic contact and technical information sufficient to allow porting functionality and customer verification to be established), interconnection agreements should not be required here.<sup>90</sup> We agree with Sprint that wireline carriers should be required to port numbers to wireless carriers without necessarily entering into an interconnection agreement because this obligation can be discharged with a minimal exchange of information. We thus find that wireline carriers may not unilaterally require interconnection agreements prior to intermodal porting. Moreover, to avoid any confusion about the applicability of section 252 to any arrangement between wireline and wireless carriers solely for the purpose of porting numbers, we forbear from these requirements as set forth below.

35. To the extent that the *Qwest Declaratory Ruling Order* could be interpreted to require any agreement pertaining solely to wireline-to-wireless porting to be filed as an interconnection agreement with a state commission pursuant to sections 251 and 252 of the Act, we forbear from those requirements. First, we conclude that interconnection agreements are not necessary to prevent unjust or unreasonable charges or practices by wireless carriers with respect to porting. The wireless industry is characterized by a high level of competition between carriers. Although states do not regulate the prices that wireless carriers charge, the prices for wireless service have declined steadily over the last several years.<sup>91</sup> No evidence suggests that requiring interconnection agreements for intermodal porting is necessary for this trend to continue.

36. For similar reasons, we find that interconnection agreements for intermodal porting are not necessary for the protection of consumers.<sup>92</sup> The intermodal LNP requirement is intended to benefit

<sup>87</sup> Letter from Luisa L. Lancetti, Vice President, PCS Regulatory Affairs, Sprint to John Rogovin, General Counsel, FCC (filed Sept. 22, 2003).

<sup>88</sup> See Association for Local Telecommunications Services Reply Comments on CTIA's May 13<sup>th</sup> Petition at 3, BellSouth Comments on CTIA's May 13<sup>th</sup> Petition at 9; and USTA Reply Comments on CTIA's May 13<sup>th</sup> Petition at 6.

<sup>89</sup> See note 87.

<sup>90</sup> Sprint's profile information exchange process is an example of the type of contact and technical information that would trigger an obligation to port. See, Letter from Luisa L. Lancetti, Vice President PCS Regulatory Affairs, Sprint Corp. to John B. Muleta, Chief, Wireless Telecommunications Bureau (filed Sept. 23, 2003); and Letter from Luisa L. Lancetti, Vice President, PCS Regulatory Affairs, Sprint Corp. to John B. Muleta, Chief, Wireless Telecommunications Bureau and William Maher, Chief, Wireline Competition Bureau (filed August 8, 2003).

<sup>91</sup> Implementation of Section 6002(b) of the Omnibus Reconciliation Act of 1993, Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Services, *Eighth Report*, FCC 03-150, at 45 (rel. July 14, 2003).

<sup>92</sup> Certain LECs have expressed concern that without interconnection agreements between LECs and CMRS carriers, calls to ported numbers may be dropped, because NPAC queries may not be performed for customers who have ported their numbers from a LEC to a CMRS carrier. See Letter from Mary J. Sisak, Counsel for Centurytel, Inc. to Marlene H. Dortch, Secretary, FCC (filed Oct. 23, 2003). We do not find these concerns to be justified,

consumers by promoting competition between the wireless and wireline industries and creating incentives for carriers to provide new service offerings, reduced prices, and higher quality services. Requiring interconnection agreements for the purpose of intermodal porting could undermine the benefits of LNP to consumers by preventing or delaying implementation of intermodal porting. We also do not believe that the state regulatory oversight mechanism provided by Section 251 is necessary to protect consumers in this limited instance.

37. Finally, we conclude that forbearance is consistent with the public interest. Number portability, by itself, does not create new obligations with regard to exchange of traffic between the carriers involved in the port. Instead, porting involves a limited exchange of data between carriers to carry out the port. Sprint, for example, notes that to accomplish porting, carriers need only exchange basic contact information and connectivity details, after which the port can be rapidly accomplished.<sup>93</sup> Given the limited data exchange and the short time period required to port, we conclude that interconnection agreements approved under section 251 are unnecessary. In view of these factors, we conclude that it is appropriate to forbear from requiring interconnection agreements for intermodal porting.

### C. The Porting Interval

38. CTIA requests that the Commission require wireline carriers to reduce the length of the porting interval, or the amount of time it takes two carriers to complete the process of porting a number, for ports from wireline to wireless carriers.<sup>94</sup> Currently, the wireline-to-wireline porting interval is four business days.<sup>95</sup> The wireline porting interval was adopted by the NANC in its Architecture and Administrative Plan for Local Number Portability, which was approved by the Commission.<sup>96</sup> Upon subsequent review of the porting interval, the NANC agreed that the four business day porting interval for wireline-to-wireline porting should not be reduced; it did not specify a porting interval for intermodal porting.<sup>97</sup> The current porting interval for wireless-to-wireless ports is two and one half hours.<sup>98</sup> We decline to require wireline carriers to follow a shorter porting interval for intermodal ports at this time. Instead, we will seek comment on this issue in the Further Notice. We note that, while we seek comment on whether to reduce the length of the wireline porting interval, the current four business day porting

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however, because the Commission's rules require carriers to correctly route calls to ported numbers. See Telephone Number Portability, CC Docket No. 95-116, *First Memorandum Opinion and Order on Reconsideration*, 12 FCC Rcd 7236, 7307-08, paras. 125-126.

<sup>93</sup> Sprint Comments on CTIA's May 13<sup>th</sup> Petition at 13-14.

<sup>94</sup> May 13<sup>th</sup> Petition at 7.

<sup>95</sup> Wireline carriers are required to complete the LSR/FOC exchange within 24 hours and complete the port within three business days thereafter. See North American Numbering Council Local Number Portability Selection Working Group Final Report and Recommendation to the FCC, Appendix E (rel. April 25, 1997).

<sup>96</sup> *Second Report and Order*, 12 FCC Rcd 12281 (1997).

<sup>97</sup> Letter from John R. Hoffman, NANC Chair to Dorothy Attwood, Chief, Common Carrier Bureau, (filed Nov. 29, 2000).

<sup>98</sup> See North American Numbering Council Local Number Portability Administration Working Group Report on Wireless Wireline Integration, May 8, 1998, CC Docket No. 95-116 (filed May 18, 1998) (First Report on Wireless Wireline Integration); North American Numbering Council Wireless Number Portability Subcommittee Report on Wireless Number Portability Technical, Operational, and Implementation Requirements Phase II, CC Docket No. 95-116 (filed Sept. 26, 2000); ATIS Operations and Billing Forum, Wireless Inter-carrier Communications: Interface Specification for Local Number Portability, Version 2, at § 2 p. 6 (Jan. 2003).

interval represents the outer limit of what we would consider to be a reasonable amount of time in which wireline carriers may complete ports. We note also that whatever porting interval affiliated wireline and wireless service providers offer within their corporate family must also be made available to unaffiliated service providers.<sup>99</sup>

#### D. Impact of Designating Different Routing and Rating Points on LNP

39. CTIA asks the Commission to resolve the intercarrier dispute between BellSouth and Sprint as it affects the rating and routing of calls to ported numbers.<sup>100</sup> CTIA contends that, although the dispute largely concerns matters of intercarrier compensation, to the extent LECs argue that they need not differentiate between rating and routing points for local calls, intermodal porting may not be available to consumers.<sup>101</sup> To ensure that permitting porting beyond wireline rate center boundaries does not cause customer confusion with respect to charges for calls, we clarify that ported numbers must remain rated to their original rate center. We note, however, that the routing will change when a number is ported. Indeed, several wireline carriers have expressed concern about the transport costs associated with routing calls to ported numbers. The National Exchange Carrier Association (NECA) and National Telecommunications Cooperative Association (NTCA), for example, argue in their joint comments, that when wireless carriers establish a point of interconnection outside of a rural LEC's serving area, a disproportionate burden is placed on rural LECs to transport originating calls to the interconnection points.<sup>102</sup> They argue that requiring wireline carriers to port telephone numbers to out-of-service area points of interconnection could create an even bigger burden. Other carriers point out, however, that issues associated with the rating and routing of calls to ported numbers are the same as issues associated with rating and routing of calls to all wireless numbers.<sup>103</sup>

40. We recognize the concerns of these carriers, but find that they are outside the scope of this order. As noted above, our declaratory ruling with respect to wireline-to-wireless porting is limited to ported numbers that remain rated in their original rate centers. We make no determination, however, with respect to the routing of ported numbers, because the requirements of our LNP rules do not vary depending on how calls to the number will be routed after the port occurs. Moreover, as CTIA notes, the rating and routing issues raised by the rural wireline carriers have been raised in the context of non-ported numbers and are before the Commission in other proceedings.<sup>104</sup> Therefore, without prejudging the outcome of any other proceeding, we decline to address these issues at this time as they relate to intermodal LNP.

### IV. FURTHER NOTICE OF PROPOSED RULEMAKING

#### A. Wireless-to-Wireline Porting

41. *Background.* As noted above, some LECs argue that allowing wireless carriers to port numbers wherever their coverage area overlaps the rate center in which the number is assigned would

<sup>99</sup> 47 U.S.C. §§ 201(b) and 202(a).

<sup>100</sup> May 13<sup>th</sup> Petition at 25-26.

<sup>101</sup> *Id.*

<sup>102</sup> NECA and NTCA Comments on CTIA's January 23<sup>rd</sup> Petition at 6.

<sup>103</sup> BellSouth Comments on CTIA's May 13<sup>th</sup> Petition at 11-12.

<sup>104</sup> See, e.g. In the Matter of Sprint Petition for Declaratory Ruling, Obligation of Incumbent LECs to Load Numbering Resources Lawfully Acquired and to Honor Routing and Rating Points Designated by Interconnecting Carriers, Sprint Petition for Declaratory Ruling, CC Docket No. 01-92 (filed July 18, 2002).

give wireless service providers an unfair competitive advantage over wireline carriers.<sup>105</sup> They contend that while this may facilitate widespread wireline-to-wireless porting, wireless-to-wireline porting can only occur in cases where the wireless customer is physically located in the wireline rate center associated with the phone number.<sup>106</sup> If the customer's physical location is outside the rate center associated with the number, porting the number to a wireline telephone at the customer's location could result in calls to and from that number being rated as toll calls. As a result, the LECs assert, they are effectively precluded from offering wireless-to-wireline porting to those wireless subscribers who are not located in the wireline rate center associated with their wireless numbers.<sup>107</sup> Furthermore, the LECs contend that for them to offer wireless-to-wireline porting in this context would require significant and costly operational changes.<sup>108</sup> Qwest, for example, argues that if the Commission were to make the Local Access Transport Area (LATA) or Numbering Plan Area (NPA) the relevant geographic area for porting, LECs would be required to upgrade switches, increase trunking, and rework billing and provisioning systems.<sup>109</sup>

42. *Discussion.* We seek comment on how to facilitate wireless-to-wireline porting where there is a mismatch between the rate center associated with the wireless number and the rate center in which the wireline carrier seeks to serve the customer. Some wireline commenters contend that requiring porting between wireline and wireless carriers where the wireless carrier does not have a point of interconnection or numbering resources in the rate center creates a competitive disparity because wireline carriers would not have the same flexibility to offer porting to wireless customers whose numbers are not associated with the wireline rate center. We seek comment on the technical impediments associated with requiring wireless-to-wireline LNP when the location of the wireline facilities serving the customer requesting the port is not in the rate center where the wireless number is assigned. We seek comment on whether technical impediments exist to such an extent as to make wireless-to-wireline porting under such circumstances technically infeasible. Commenters that contend there are technical implications should specifically describe them, including any upgrades to switches, network facilities, or operational support systems that would be necessary. Commenters should also provide detailed information on the magnitude of the cost of such upgrades along with documentation of the estimated costs. We also seek comment on whether the benefits associated with offering wireless-to-wireline porting would outweigh the costs associated with making any necessary upgrades. We seek comment on the expected demand for wireless-to-wireline porting. We note that wireline customers who decide to port their numbers to wireless carriers are able to port their numbers back to wireline carriers if they choose, because the numbers remain associated with their original rate centers.

43. In addition to technical factors, we seek comment on whether there are regulatory requirements that prevent wireline carriers from porting wireless numbers when the rate center associated with the number and the customer's physical location do not match. Commenters that suggest such obstacles exist and result in a competitive disadvantage should submit proposals to address these impediments, as well as consider the collateral effect on other regulatory objectives as a result of these proposals. We note that wireline carriers are not able to port a number to another wireline carrier if the rate center associated with the number does not match the rate center associated with the customer's

<sup>105</sup> See, e.g., Centurytel Comments on CTIA's January 23<sup>rd</sup> Petition at 5-6; Fred Williams & Associates Comments on CTIA's January 23<sup>rd</sup> Petition at 8; and SBC Comments on CTIA's January 23<sup>rd</sup> Petition at 1.

<sup>106</sup> See, e.g., Qwest Oct. 9<sup>th</sup> *Ex Parte*; and Letter from Herschel L. Abbott, Jr., Vice President-Government Affairs, BellSouth to Michael K. Powell, Chairman, FCC (filed Oct. 14, 2003).

<sup>107</sup> *Id.*

<sup>108</sup> See Letter from Cronan O'Connell, Vice President-Federal Regulatory, Qwest to Marlene H. Dortch, Secretary, FCC (filed July 24, 2003) at 4-5 (Qwest July 24<sup>th</sup> *Ex Parte*); and SBC Aug. 29<sup>th</sup> *Ex Parte*.

<sup>109</sup> See Qwest July 24<sup>th</sup> *Ex Parte* at 4-5.

physical location. We seek comment on whether wireless and wireline numbers should be treated differently in this regard. We also seek comment on whether there are any potential adverse impacts to consumers resulting from wireless-to-wireline porting where the rate center associated with the wireless number is different from the rate center in which the wireline carrier seeks to serve the customer.

44. In addition, we seek comment on whether there are other competitive issues that could affect our LNP requirements. For example, to the extent that wireless-to-wireline porting may raise issues regarding the rating of calls to and from the ported number when the rate center of the ported number and the physical location of the customer do not match, we seek comment on the extent to which wireline carriers should absorb the cost of allowing the customer with a number ported from a wireless carrier to maintain the same local calling area that the customer had with the wireless service provider. Alternatively, we seek comment on the extent to which wireline carriers can serve customers with numbers ported from wireless carriers on a Foreign Exchange (FX) or virtual FX basis.<sup>110</sup> A third option is for wireline carriers to seek rate design and rate center changes at the state level to establish larger wireline local calling areas. We seek comment on the procedural, technical, financial, and regulatory implications of each of these approaches. We also seek comment on the viability of each of these approaches and whether there are any alternative approaches to consider.

## B. Porting Interval

45. *Background.* Over the past several years, the NANC has studied the wireline porting interval and reviewed options for reducing the length of the interval for simple ports.<sup>111</sup> In the Third Report on Wireless/Wireline Integration, the Local Number Portability Administration Working Group analyzed the elements of the wireline porting interval and investigated how reducing the length of the interval for simple ports would affect carriers' operations.<sup>112</sup> The report noted that reducing the porting interval would require wireline carriers to make significant changes to their operations. First, reducing the porting interval would require wireline carriers to automate and make uniform the Local Service Request (LSR)/Local Service Request Confirmation (LSC) Firm Order Confirmation (FOC) process.<sup>113</sup> In addition, the report indicated that wireline carriers would likely have to eliminate or adjust their batch processing operations. The report noted that a change from batch processing to real time data processing would require in-depth system analysis of all business processes that use batch processing systems.<sup>114</sup> Based on its analysis of these and other challenges, the working group concluded that because most wireline carriers already found their processes and systems challenged to meet the current porting interval it was not feasible to reduce the length of the wireline porting interval for simple ports.<sup>115</sup>

46. Because of the number and complexity of changes that would be required in the porting process for wireline carriers, the NANC was not able to reach consensus on reducing the porting interval

<sup>110</sup> T-Mobile Comments on CTIA's January 23<sup>rd</sup> Petition at 11.

<sup>111</sup> See Second Report on Wireless Wireline Integration; Third Report on Wireless Wireline Integration.

<sup>112</sup> See Third Report on Wireless Wireline Integration. Simple ports are defined as those ports that: do not involve unbundled network elements, involve an account for a single line (porting a single line from a multi-line account is not a simple port), do not include complex switch translations (e.g., Centrex or Plexar, ISDN, AIN services, remote call forwarding, multiple services on the loop), may include CLASS features such as Caller ID, and do not include a reseller. All other ports are considered "complex" ports. *Id.* at 6.

<sup>113</sup> *Id.* at 13.

<sup>114</sup> *Id.* at 13-14.

<sup>115</sup> *Id.* at 14.

to accommodate intermodal porting.<sup>116</sup> The wireless industry expressed concern that the wireline four business day porting interval does not fit within its business model.<sup>117</sup> In order to accommodate the wireless business model, the NANC attempted to shorten the porting interval for wireline-to-wireless ports by developing a process that will allow the wireless carrier to activate the port before the wireline carrier activates the disconnect in the Number Portability Administration Center (NPAC). This process results in a situation referred to as a "mixed service" condition, whereby the customer can make calls on both the wireline and wireless phones before the port is completed. The NANC reported that this mixed service condition can result in misdirected callbacks in an emergency situation.<sup>118</sup> That is, for example, if the emergency operator attempts to callback a person that made a call from the wireless phone, the call may be routed to the wireline phone. The NANC consulted with the National Emergency Number Association and concluded that, while the mixed service condition is not desirable, the incidence of such is low and would not impede intermodal porting.<sup>119</sup>

47. LECs contend that their current porting interval cannot be reduced readily for intermodal porting, because it is necessary to support the complex systems and procedures of wireline carriers.<sup>120</sup> SBC, for example, explains that the current porting interval not only ensures that the porting out carrier correctly ports a number to the porting in carrier, but also that these carriers accurately update other systems, including E911, billing, and maintenance.<sup>121</sup> Qwest notes that wireline carriers have longer porting intervals due to differences in network and system configurations.<sup>122</sup> Qwest indicates that wireline carriers are often constrained by the provisioning of physical facilities (e.g., loops) to serve customers.<sup>123</sup> Moreover, LECs contend, reducing the length of the current wireline porting interval would require them to make changes to many of their systems and would involve significant expense.<sup>124</sup>

48. Wireless carriers argue that a reduced intermodal porting interval would encourage more consumers to use porting by eliminating confusion about the porting process.<sup>125</sup> They argue that a reduced porting interval is technically achievable and that wireline carriers should be required to make the

<sup>116</sup> Letter from John R. Hoffman, NANC Chair to Dorothy Attwood, Chief, Common Carrier Bureau (filed Nov. 29, 2000).

<sup>117</sup> Wireline carriers are required to complete the LSR/FOC exchange within 24 hours and complete the port within three business days thereafter. See North American Numbering Council Local Number Portability Selection Working Group Final Report and Recommendation to the FCC, Appendix E (rel. April 25, 1997). See also Letter from John R. Hoffman, NANC Chair to Dorothy Attwood, Chief, Common Carrier Bureau (filed Nov. 29, 2000).

<sup>118</sup> See Second Report on Wireless Wireline Integration.

<sup>119</sup> See Letter from John R. Hoffman, Chair, NANC to Dorothy Attwood, Chief, Common Carrier Bureau, FCC, dated Nov. 29, 2000.

<sup>120</sup> See letter from Kathleen Levitz, Vice President-Federal Regulatory, BellSouth to Marlene H. Dortch, Secretary, FCC, dated Oct. 15, 2003.

<sup>121</sup> SBC Aug. 29<sup>th</sup> *Ex Parte*.

<sup>122</sup> Qwest Comments on CTIA's May 13<sup>th</sup> Petition at 7.

<sup>123</sup> *Id.*

<sup>124</sup> *Id.* at 5.

<sup>125</sup> See, e.g., AT&T Wireless Comments on CTIA's May 13<sup>th</sup> Petition at 3-6; Sprint Comments on CTIA's May 13<sup>th</sup> Petition at 6-12; and T-Mobile Comments on CTIA's May 13<sup>th</sup> Petition at 7-9.



necessary changes to their systems. At least one wireless carrier recognizes, however, that significant changes to LEC systems may be required to achieve reduced porting intervals.<sup>126</sup>

49. *Discussion.* Reducing the porting interval could benefit consumers by making it quicker for consumers to port their numbers. To that end, wireless carriers intend to complete intramodal wireless ports within two and one-half hours.<sup>127</sup> There, however, may be technical or practical impediments to requiring wireline carriers to achieve shorter porting intervals for intermodal porting. We seek comment on whether we should reduce the current wireline four business day porting interval for intermodal porting. If so, what porting interval should we adopt? Commenters proposing a shorter porting interval should specify what adjustments should be made to the LNP process flows developed by the NANC.<sup>128</sup> For example, the wireline NANC LNP Process Flows establish that the FOC must be finalized within 24 hours of receiving the port request.<sup>129</sup> Specific time periods are also established for other steps within the porting process that may require adjustment in the event that a shorter porting interval is adopted.

50. We also seek comment on whether adjustments to the NPAC processes, including interfaces and porting triggers, would be required.<sup>130</sup> In addition, we seek comment on the risks, if any, associated with reducing the porting interval for intermodal porting. We seek comment on an appropriate transition period in the event a shorter porting interval is adopted, during which time carriers can modify and test their systems and procedures.

51. We seek input from the NANC on reducing the interval for intermodal porting. The NANC recommendation should include corresponding updates to the NANC LNP process flows and any recommendations on an appropriate transition period. The NANC should provide its recommendations promptly as we intend to review the record and address this issue expeditiously.

## V. PROCEDURAL MATTERS

### A. Initial Regulatory Flexibility Analysis

52. As required by the Regulatory Flexibility Act, *see* 5 U.S.C. § 603, the Commission has prepared an Initial Regulatory Flexibility Analysis ("IRFA") of the possible significant economic impact on small entities of the proposals suggested in the *Further Notice*. The IRFA is set forth in Appendix B. Written public comments are requested on the IRFA. These comments must be filed in accordance with the same filing deadlines as comments filed in response to the *Further Notice*, and must have a separate and distinct heading designating them as responses to the IRFA.

<sup>126</sup> See Sprint Comments on CTIA's May 13<sup>th</sup> Petition.

<sup>127</sup> See First Report on Wireless Wireline Integration; North American Numbering Council Wireless Number Portability Subcommittee Report on Wireless Number Portability Technical, Operational, and Implementation Requirements Phase II, CC Docket No. 95-116 (filed Sept. 26, 2000); and ATIS Operations and Billing Forum, Wireless Intercarrier Communications: Interface Specification for Local Number Portability, Version 2, at § 2 p. 6 (Jan. 2003).

<sup>128</sup> See Local Number Portability Selection Working Group Final Report and Recommendation to the FCC (rel. April 25, 1997).

<sup>129</sup> FOC, or Firm Order Confirmation refers to the response the old service provider sends to the new service provider upon receiving the new service provider's request to port a number, setting a due time and date for the port. See Local Number Portability Selection Working Group Final Report and Recommendation to the FCC (rel. April 25, 1997).

<sup>130</sup> The NPAC, administered by NeuStar, operates and maintains the centralized databases associated with LNP. Interaction with the NPAC is required for all porting transactions.

## B. Paperwork Reduction Analysis

53. This *Further Notice* contains no new or revised information collections.

## C. Ex Parte Presentations

54. This is a permit-but-disclose notice and comment rule making proceeding. Members of the public are advised that ex parte presentations are permitted, provided they are disclosed under the Commission's Rules.<sup>131</sup>

## D. Comment Dates

55. Pursuant to Sections 1.415 and 1.419 of the Commission's Rules, 47 C.F.R. §§ 1.415 and 1.419, interested parties may file comments on or before twenty (20) days from the date of publication of this *Further Notice* in the Federal Register and reply comments thirty (30) days from the date of publication of this *Further Notice* in the Federal Register. Comments may be filed using the Commission's Electronic Comment Filing System (ECFS) or by filing paper copies.

56. Comments filed through the ECFS can be sent as an electronic file via the Internet to <http://www.fcc.gov/e-file/ecfs.html>. Generally, only one copy of an electronic submission must be filed. If multiple docket or rulemaking numbers appear in the caption of this proceeding, however, commenters must transmit one electronic copy of the comments to each docket or rule making number referenced in the caption. In completing the transmittal screen, commenters should include their full name, U.S. Postal Service mailing address, and the applicable docket or rulemaking number. Parties may also submit an electronic comment by Internet e-mail. To get filing instructions for e-mail comments, commenters should send an E-mail to [ecfs@fcc.gov](mailto:ecfs@fcc.gov), and should including the following words in the body of the message, "get form <your e-mail address>." A sample form and directions will be sent in reply.

57. Parties who choose to file by paper must file an original and four copies of each filing. If more than one docket or rule making number appear in the caption of this proceeding, commenters must submit two additional copies for each additional docket or rule making number. Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (although we continue to experience delays in receiving U.S. Postal Service mail). The Commission's contractor, Natek, Inc., will receive hand-delivered or messenger-delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, N.E., Suite 110, Washington, DC 20002. The filing hours at this location are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail should be addressed to 445 12th Street, SW, Washington, DC 20554. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. Comments and reply comments will be available for public inspection during regular business hours in the FCC Reference Center of the Federal Communications Commission, Room TW-A306, 445 12th Street, S.W., Washington, D.C. 20554.

58. Parties who choose to file by paper should also submit their comments on diskette. These diskettes should be submitted to the Commission's Secretary, Marlene H. Dortch, Office of the Secretary, Federal Communications Commission. The Commission's contractor, Natek, Inc., will receive hand-delivered or messenger-delivered diskette filings for the Commission's Secretary at 236 Massachusetts Avenue, N.E., Suite 110, Washington, DC 20002. The filing hours at this location are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be

<sup>131</sup> See generally 47 C.F.R. §§ 1.1202, 1.1203, 1.1206(a).

disposed of before entering the building. Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail should be addressed to: 445 12th Street, SW, Washington, DC 20554. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. Such a submission should be on a 3.5-inch diskette formatted in an IBM compatible format using Word for Windows or compatible software. The diskette should be accompanied by a cover letter and should be submitted in "read only" mode. The diskette should be clearly labeled with the commenter's name, the docket number of this proceeding, type of pleading (comment or reply comment), date of submission, and the name of the electronic file on the diskette. The label should also include the following phrase "Disk Copy - Not an Original." Each diskette should contain only one party's pleading, preferably in a single electronic file. In addition, commenters must send diskette copies to the Commission's copy contractor, Qualex International, Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554.

59. Accessible formats (computer diskettes, large print, audio recording and Braille) are available to persons with disabilities by contacting Brian Millin, of the Consumer & Governmental Affairs Bureau, at (202)418-7426, TTY (202) 418-7365, or at [bmillin@fcc.gov](mailto:bmillin@fcc.gov). This Further Notice can be downloaded in ASCII Text format at: <http://www.fcc.gov/wtb>.

#### E. Further Information

60. For further information concerning this Further Notice of Proposed Rulemaking, contact: Jennifer Salhus, Attorney Advisor, Policy Division, Wireless Telecommunications Bureau, at (202) 418-1310 (voice) or (202) 418-1169 (TTY) or Pam Slipakoff, Attorney Advisor, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-1500 (voice) or (202) 418-0484 (TTY).

#### VI. ORDERING CLAUSES

61. Accordingly, IT IS ORDERED THAT, pursuant to sections 4(i) and 10 of the Communications Act of 1934, as amended, 47 U.S.C. sections 154(i) and 160, the Petitions for Declaratory Ruling filed by CTIA on January 23, 2003, and May 13, 2003, are GRANTED to the extent stated herein.

62. IT IS FURTHER ORDERED that the Commission's Consumer and Governmental Affairs Bureau, Reference Information Center, SHALL SEND a copy of this Notice, including the Initial Regulatory Flexibility Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch  
Secretary

## APPENDIX A

## List of Parties

A. January 23<sup>rd</sup> PetitionComments

ALLTEL  
AT&T  
AT&T Wireless  
BellSouth  
California Public Utilities Commission (CA PUC)  
CenturyTel, Inc.  
Fred Williamson & Associates  
Illinois Citizens Utility Board  
Independent Alliance  
Michigan Exchange Carriers Association  
Midwest Wireless  
National Exchange Carrier Association and National Telephone Cooperative Association (NECA & NTCA)  
Nebraska Rural Independent Companies  
New York State Department of Public Service (NY DPS)  
Nextel  
Ohio Public Utilities Commission (Ohio PUC)  
Organization for the Promotion and Advancement of Small Telecommunications Companies (OPASTCO)  
Rural Telecommunications Group (RTG)  
SBC  
TCA, Inc  
Texas 911 Agencies  
T-Mobile  
United States Telecom Association (USTA)  
United States Cellular (US Cellular)  
WorldCom

Reply Comments

AT&T  
AT&T Wireless  
BellSouth  
CA PUC  
Cingular Wireless  
CTIA  
Fred Williamson & Associates  
McLeod USA Telecommunications Services  
Mid-Missouri Cellular  
Bernie Moskal  
South Dakota Telecommunications Association  
Sprint  
T-Mobile  
USTA

Valor Telecommunications Enterprises  
Virgin Mobile

B. May 13<sup>th</sup> Petition

Comments

ALLTEL  
AT&T  
AT&T Wireless  
BellSouth  
CA PUC  
Cincinnati Bell Wireless  
Cingular Wireless  
City of New York  
First Cellular of Southern Illinois  
Illinois Citizens Utility Board  
Independent Alliance  
Missouri Independent Telephone Group  
Nebraska Public Service Commission  
NENA  
Nextel  
Ohio PUC  
OPASTCO  
Qwest  
Rural Cellular Association  
Rural Iowa Independent Telephone Association  
RTG  
SBC  
Sprint  
T-Mobile  
Triton PCS  
USTA  
Verizon  
Verizon Wireless  
Virgin Mobile  
Western Wireless  
Wireless Consumers Alliance

Reply Comments

ALLTEL  
ALTS  
AT&T  
AT&T Wireless  
Cellular Mobile Systems of St. Cloud, LLC  
Cingular Wireless  
CTIA  
ENMR-Plateau  
Illinois Citizens Utility Board

Missouri Independent Telephone Group  
NTCA  
NTELOS Inc.  
T-Mobile  
South Dakota Telecommunications Association  
Sprint  
US Cellular  
USTA  
Verizon  
Verizon Wireless  
XIT Cellular

## APPENDIX B

Initial Regulatory Flexibility Analysis  
Further Notice of Proposed Rulemaking  
CC Docket No. 95-116

1. As required by the Regulatory Flexibility Act, as amended (RFA),<sup>132</sup> the Commission has prepared this Initial Regulatory Flexibility Analysis (IRFA) of the possible significant economic impact on a substantial number of small entities by the policies and rules proposed in this Further Notice of Proposed Rulemaking (Further Notice), CC Docket No. 95-116. Written public comments are requested on this IRFA. Comments must be identified as responses to the IRFA and must be filed by the deadlines for comments on the Further Notice. The Commission will send a copy of the Further Notice, including this IRFA, to the Chief Counsel for Advocacy of the Small Business Administration. See 5 U.S.C. § 603(a). In addition, the Further Notice and IRFA (or summaries thereof) will be published in the *Federal Register*.<sup>133</sup>

A. Need for, and Objectives of, the Proposed Rules

2. The Further Notice seeks comment on how to facilitate wireless-to-wireline porting where the rate center associated with the wireless number and the rate center in which the wireline carrier seeks to serve the customer do not match. The Further Notice also seeks comment on whether the Commission should reduce the current four-business day porting interval for intermodal porting.

B. Legal Basis for Proposed Rules

3. The proposed action is authorized under Section 52.23 of the Commission's rules, 47 C.F.R. § 52.23, and in Sections 1, 3, 4(i), 201, 202, 251 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 153, 154(i), 201-202, and 251.

C. Description and Estimate of the Number of Small Entities To Which the Proposed Rules Will Apply

4. The RFA directs agencies to provide a description of and, where feasible, an estimate of the number of small entities that may be affected by the proposed rules, if adopted.<sup>134</sup> The RFA generally defines the term "small entity" as having the same meaning as the terms "small business," "small organization," and "small governmental jurisdiction."<sup>135</sup> In addition, the term "small business" has the same meaning as the term "small business concern" under Section 3 of the Small Business Act.<sup>136</sup> Under the Small business Act, a "small business concern" is one that: (1) is independently owned and operated; (2) is not dominant in its field of operation; and (3) satisfies any additional criteria established

<sup>132</sup> See 5 U.S.C. § 603. The RFA, see 5 U.S.C. §§ 601-612, has been amended by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA), Pub. L. No. 104-121, Title II, 110 Stat. 857 (1996).

<sup>133</sup> See 5 U.S.C. § 603(a).

<sup>134</sup> See 5 U.S.C. § 603(b)(3).

<sup>135</sup> 5 U.S.C. § 601(6).

<sup>136</sup> 5 U.S.C. § 601(3) (incorporating by reference the definition of "small business concern" in the Small Business Act, 15 U.S.C. § 632). Pursuant to 5 U.S.C. § 601(3), the statutory definition of a small business applies "unless an agency, after consultation with the Office of Advocacy of the Small Business Administration and after opportunity for public comment, establishes one or more definitions of such term which are appropriate to the activities of the agency and publishes such definitions(s) in the Federal Register."

by the Small Business Administration (SBA).<sup>137</sup> A small organization is generally "any not-for-profit enterprise which is independently owned and operated and is not dominant in its field."<sup>138</sup> Nationwide, as of 1992, there were approximately 275,801 small organizations.<sup>139</sup>

5. **Incumbent Local Exchange Carriers.** We have included small incumbent local exchange carriers LECs in this RFA analysis. As noted above, a "small business" under the RFA is one that, *inter alia*, meets the pertinent small business size standard (e.g., a telephone communications business having 1,500 or fewer employees), and "is not dominant in its field of operation."<sup>140</sup> The SBA's Office of Advocacy contends that, for RFA purposes, small incumbent LECs are not dominant in their field of operation because any such dominance is not "national" in scope.<sup>141</sup> We have therefore included small incumbent LECs in this RFA analysis, although we emphasize that this RFA action has no effect on the Commission's analyses and determinations in other, non-RFA contexts. According to the FCC's *Telephone Trends Report* data, 1,337 incumbent local exchange carriers reported that they were engaged in the provision of local exchange services.<sup>142</sup> Of these 1,337 carriers, an estimated 1,032 have 1,500 or fewer employees and 305 have more than 1,500 employees.<sup>143</sup>

6. **Competitive Local Exchange Carriers.** Neither the Commission nor the SBA has developed a specific small business size standard for providers of competitive local exchange services. The closest applicable size standard under the SBA rules is for Wired Telecommunications Carriers. Under that standard, such a business is small if it has 1,500 or fewer employees.<sup>144</sup> According to the FCC's *Telephone Trends Report* data, 609 companies reported that they were engaged in the provision of either competitive access provider services or competitive local exchange carrier services.<sup>145</sup> Of these 609 companies, an estimated 458 have 1,500 or fewer employees and 151 have more than 1,500 employees.<sup>146</sup>

7. **Wireless Service Providers.** The SBA has developed a size standard for small businesses within the two separate categories of Cellular and Other Wireless Telecommunications or Paging. Under

<sup>137</sup> 15 U.S.C. § 632.

<sup>138</sup> *Id.* § 601(4).

<sup>139</sup> Department of Commerce, U.S. Bureau of the Census, 1992 Economic Census, Table 6 (special tabulation of data under contract to Office of Advocacy of the U.S. Small Business Administration).

<sup>140</sup> 5 U.S.C. § 601(3).

<sup>141</sup> See Letter from Jere W. Glover, Chief Counsel for Advocacy, SBA, to Chairman William E. Kennard, FCC (May 27, 1999). The Small Business Act contains a definition of "small business concern," which the RFA incorporates into its own definition of "small business." See 5 U.S.C. § 632(a) (Small Business Act); 5 U.S.C. 601(3) (RFA). SBA regulations interpret "small business concern" to include the concept of dominance on a national basis. 13 C.F.R. § 121.102(b).

<sup>142</sup> FCC, Wireline Competition Bureau, Industry Analysis and Technology Division, *Trends in Telephone Service*, at Table 5.3, p 5-5 (Aug. 2003) (*Telephone Trends Report*).

<sup>143</sup> *Id.*

<sup>144</sup> 13 C.F.R. § 121.201, NAICS code 513310.

<sup>145</sup> Telephone Trends Report, Table 5.3.

<sup>146</sup> *Id.*



that standard, such a business is small if it has 1,500 or fewer employees.<sup>147</sup> According to the FCC's *Telephone Trends Report* data, 719 companies reported that they were engaged in the provision of wireless telephony.<sup>148</sup> Of these 719 companies, an estimated 294 have 1,500 or fewer employees and 425 have more than 1,500 employees.

**D. Description of Projected Reporting, Recordkeeping, and Other Compliance Requirements for Small Entities.**

8. To address concerns regarding wireline carriers' ability to compete for wireless customers through porting, future rules may change wireline porting guidelines. In addition, future rules may require wireline carriers to reduce the length of the current wireline porting interval for ports to wireless carriers. These potential changes may impose new obligations and costs on carriers.<sup>149</sup> Commenters should discuss whether such changes would pose an unreasonable burden on any group of carriers, including small entity carriers.

**E. Steps Taken to Minimize Significant Economic Impact on Small Entities, and Significant Alternatives Considered**

9. The RFA requires an agency to describe any significant alternatives that it has considered in reaching its proposed approach, which may include the following four alternatives (among others): (1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance or reporting requirements under the rule for small entities; (3) the use of performance, rather than design, standards; and (4) an exemption from coverage of the rule, or any part thereof, for small entities.<sup>150</sup>

10. The Further Notice reflects the Commission's concern about the implications of its regulatory requirements on small entities. Particularly, the Further Notice seeks comment on the concern that wireline carriers, including small wireline carriers, have expressed that permitting wireless carriers to port numbers wherever their rate center overlaps the rate center in which the number is assigned would give wireless carriers an unfair competitive advantage over wireline carriers. Wireline carriers contend that while permitting porting outside of wireline rate center boundaries may facilitate widespread wireline-to-wireless porting, wireless-to-wireline porting can only occur in cases where the wireless customer is physically located in the wireline rate center associated with the phone number. If the customer's physical location is outside the rate center associated with the number, porting the number to a wireline telephone at the customer's location could result in calls to and from that number being rated as toll calls. As a result, LECs assert, they are effectively precluded from offering wireless-to-wireline porting to those wireless subscribers who are not located in the wireline rate center associated with their wireless numbers.

11. The Further Notice seeks comment on how to facilitate wireless-to-wireline porting when the location of the wireline facilities serving the customer requesting the port is not in the rate center where the wireless number is assigned. The Further Notice seeks comment on whether there are technical or regulatory obstacles that prevent wireline carriers from porting-in wireless numbers when the rate center associated with the number and the customer's physical location do not match. The Further Notice

<sup>147</sup> 13 C.F.R. § 121.201, NAICS code 513322.

<sup>148</sup> Telephone Trends Report, Table 5.3.

<sup>149</sup> See e.g., Further Notice, paras. 41, 48-49.

<sup>150</sup> See 5 U.S.C. § 603.

asks commenters that contend that such obstacles exist and result in a competitive disadvantage to submit proposals to mitigate these obstacles.

12. In addition, the Further Notice seeks comment on alternative methods to facilitate wireless-to-wireline porting. To the extent that wireless-to-wireline porting may raise issues regarding the rating of calls to and from the ported number when the rate center of the ported number and the physical location of the customer do not match, the Further Notice seeks comment on the extent to which wireline carriers should absorb the cost of allowing the customers with a number ported from a wireless carrier to maintain the same local calling area that the customer had with the wireless service provider. Alternatively, the Further Notice seeks comment about whether wireline carriers may serve customers with numbers ported from wireless carriers on a Foreign Exchange (FX) or Virtual FX basis. The Further Notice seeks comment on the procedural, technical, and regulatory implications of each of these approaches. These questions provide an excellent opportunity for small entity commenters and others concerned with small entity issues to describe their concerns and propose alternative approaches.

13. The Further Notice also seeks comment about whether the Commission should require wireline carriers to reduce the length of the current wireline porting interval for ports to wireless carriers. The Further Notice analyzes the current wireline porting interval and seeks comment about whether there are technical or practical impediments to requiring wireline carriers to achieve shorter porting intervals for intermodal porting. The Further Notice recognizes that, if a reduced porting interval was adopted, carriers may need additional time to modify and test their systems and procedures. Accordingly, the Further Notice seeks comment on an appropriate transition period in the event a shorter porting interval is adopted.

14. Throughout the Further Notice, the Commission emphasizes in its request for comment, the individual impacts on carriers as well as the critical competition goals at the core of this proceeding. The Commission will consider all of the alternatives contained not only in the Further Notice, but also in the resultant comments, particularly those relating to minimizing the effect on small businesses.

**F. Federal Rules that Overlap, Duplicate, or Conflict with the Proposed Rules**

15. None.

## SEPARATE STATEMENT OF CHAIRMAN MICHAEL K. POWELL

Re: *In re Telephone Number Portability; CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues; CC Docket No. 95-116*

After today it's easier than ever to cut the cord. By firmly endorsing a customer's right to untether themselves from the wireline network -- and take their telephone number with them -- we act to eliminate impediments to competition between wireless and wireline services. Seamless wireline-to-wireless porting is another landmark on the path to full fledged facilities-based competition.

Our action promises significant consumer benefits for wireline and wireless customers. I have heard the concerns expressed by some wireline providers that wireline network architectures and state-imposed rate centers complicate number portability. This proceeding has undoubtedly focused the Commission's attention on these issues. State regulators have long been champions of local number portability and I appreciate their support. I look forward, however, to working with my colleagues in the states to remove additional barriers to inter-modal local number portability such as the difficulty of some providers to consolidate rate centers to more accurately match wireless carrier service areas.

In the end, the consumer benefits associated with inter-modal LNP convince me that the time for Commission action is now. No doubt there will be some bumps in the road to implementation, but I trust that carriers will use their best efforts to ensure consumers have the highest quality experience possible. I look forward to the Commission's November 24<sup>th</sup> trigger for this obligation and to working with my colleagues to ensure that full wireline to wireless portability is a reality for all consumers everywhere.

SEPARATE STATEMENT OF  
COMMISSIONER KATHLEEN Q. ABERNATHY

*Re: Telephone Number Portability – CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues, CC Docket No. 95-116*

This Order removes the final roadblocks to implementing wireline-to-wireless number portability, which is an important step in facilitating intermodal competition. The Commission mandated local number portability (LNP) within and across the wireline and wireless platforms, where technically feasible, with the goal of maximizing consumer choice. As of November 24, 2003, this goal will become a reality: Most consumers who seek to switch wireless providers or to move from a local exchange carrier to a wireless carrier will be able to retain their existing telephone numbers. While I expressed sympathy in the past to arguments that the November 24 deadline was premature, our present focus must be on implementation, and the foregoing Order provides much-needed clarity regarding the parties' obligations.

I recognize that wireline network architecture and state rating requirements will prevent many (if not most) consumers from porting wireless numbers to wireline carriers. Although, in the short term, wireline carriers will have more limited opportunities to benefit from intermodal LNP than wireless carriers will, I was simply not willing to block consumers from taking advantage of the porting opportunities that are technologically feasible today. I am hopeful that existing obstacles to wireless-to-wireline porting will be addressed as expeditiously as possible through technological upgrades and, where necessary, state regulatory changes.

Finally, I am pleased that the Commission is stepping up its consumer outreach efforts on the issues of wireless and intermodal LNP. To this end, I commend the recent proactive efforts of the Wireless Telecommunications Bureau and the Consumer and Government Bureau to educate the public about our LNP rules. I am also pleased with the recent efforts of industry to reach out to consumers so that they understand what number-porting opportunities are available to them. For consumers to benefit from our expanded LNP regime, it is imperative for them to have sufficient information to make the most appropriate choices for themselves.

SEPARATE STATEMENT OF  
COMMISSIONER MICHAEL J. COPPS

Re: *Telephone Number Portability CTIA Petitions for Declaratory Ruling  
on Wireline-Wireless Porting Issues (CC Docket No. 95-116)*

With today's action, consumers are assured that intermodal telephone number portability will begin, at last, to become a reality later this month. After numerous delays, consumers are on the verge of enjoying the significant new ability to take their current telephone numbers with them when they switch between carriers and technologies. This gives consumers much sought-after flexibility and it provides further competitive stimulus to telephone industry competition. This makes it a win-win situation for consumers and businesses alike.

It was some seven years ago, in the 1996 Act, when Congress recognized that the ability of consumers to retain their phone numbers when switching providers would facilitate the development of competition. Congress instructed us to get this job done and to use "technical feasibility" as our guide in making sure the vision became reality. This we have labored mightily to do. As a result, American consumers will be able to take their digits with them, unimpeded by the hassle, loss of identity and attendant expenses that until now have accompanied switching between service providers and technologies.

The bulk of the problems accompanying the challenge of porting numbers are behind us now. A very limited few remain and these are the subject of the Further Notice of Proposed Rulemaking also approved today. I am confident that these can be handled expeditiously if all interested parties work together. Similarly, any minor implementation problems that develop should be amenable to swift and cooperative corrective actions. It has taken considerable cooperation to bring us to this important point, and I believe consumer support for porting will encourage all parties to reach quick resolution of the few remaining challenges.

Finally, it is difficult to see how we are ever going to have true intermodal competition in the telephone industry apart from initiatives like the one we embark on today. Intermodal competition always receives strong rhetorical support. Today it gets some action, too.

SEPARATE STATEMENT OF  
COMMISSIONER KEVIN J. MARTIN

*Re: Telephone Number Portability, CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues, Memorandum Opinion and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116*

I am pleased to support this item because it provides important consumer benefits by promoting competition in the wireline telephone market. One of the primary reasons I supported wireless local number portability is the additional competition it is likely to encourage in the wireline market. *See* Press Statement of Commissioner Kevin J. Martin on the Commission's Decision on Verizon's Petition for Permanent Forbearance from Wireless Local Number Portability Rules (July 16, 2002). As I stated last year, the ability to transfer a wireline phone number to a wireless phone is an important part of ensuring that competition with wireline phones continues to grow. I am glad that today the full Commission agrees.

I am disappointed, however, that the Commission was not able to provide this guidance until weeks before the LNP requirement is scheduled to take effect. The Commission has an obligation to minimize the burdens our regulations place on carriers, and I wish we had provided the guidance in this Order considerably sooner.

Finally, I recognize that LNP – although very important for consumers – places real burdens on the carriers, particularly the small and rural carriers. Accordingly, I support the decision to waive our full porting requirements until May 24, 2004, for wireline carriers operating in areas outside of the largest 100 MSAs. I am also pleased that we emphasize that those wireline carriers may file waiver requests if they need additional time.

SEPARATE STATEMENT OF  
COMMISSIONER JONATHAN S. ADELSTEIN

*Re: In re Telephone Number Portability; CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues; CC Docket No. 95-116*

I am pleased to support this Order because it clarifies that our rules and policies provide for enhanced number portability opportunities for American consumers. Specifically, we enable consumers to port their wireline telephone numbers to local wireless service providers. We also affirm that wireless carriers are required to port telephone numbers to wireline carriers but recognize that wireline carriers are only able to receive those numbers from wireless carriers on a limited basis. Finally, we rightly seek comment on how to deal with these limitations and further facilitate wireless-to-wireline porting.

I believe that our decision is consistent with Section 251(b) of the Communications Act, which requires local exchange carriers (LECs) to provide local number portability to the extent technically feasible. However, I do recognize that there may be certain limitations on the ability of the nations' smallest LECs to technically provide local number portability. In this regard, I am extremely pleased we made the decision to waive until May 24, 2004, the requirement of LECs operating in areas outside of the largest 100 MSAs to port numbers to wireless carriers that do not have a point of interconnection or numbering resource in the rate center where the LEC customer's wireline number is provisioned.

I recognize that there may be other compelling circumstances that make it disproportionately difficult for these same LECs to provide full number portability. Consequently, I am pleased we agreed to the language in the item recognizing that those wireline carriers may need to file additional waivers of our LNP requirement.

I remain concerned, however, that today's clarification of our LNP rules and obligations will exacerbate the so-called "rating and routing" problem for wireless calls that are rated local, but are in fact carried outside of wireline rate centers. While I appreciate the language in the Order that clarifies that ported numbers must remain rated to the original rate center, the rating and routing issue continues to remain unresolved for rural wireline carriers as well as neighboring LECs and the wireless carriers whose calls are being carried. I believe that we must redouble our efforts to resolve this critical intercarrier compensation issue as quickly and comprehensively as possible.

Finally, I take very seriously the concerns of those wireline carriers that have argued wireline-to-wireless number portability should be limited pending the resolution of issues associated with full wireless-to-wireline porting. While I do not believe that these concerns outweigh the very significant benefits to American consumers that our clarification provides today, I do want to highlight my keen interest in working both with industry and the Chairman and my fellow Commissioners on solutions to address this inequity. The Commission should constantly strive to level the proverbial playing field, and the situation presented by our LNP rules and policies should not be any different.



## Consumer &amp; Governmental Affairs Bureau

[FCC](#) > [CGB Home](#) > [WLNP](#) > Wireless Local Number Portability

[FCC site map](#)

## Wireless Local Number Portability

## FCC Consumer Facts

### Background

For years, consumers with wireline phones have been able to switch from one local carrier to another while at the same location without having to change their phone numbers. Now, this service will be available to wireless phone customers as well.

Under the Federal Communications Commission's (FCC's) wireless "local number portability" (LNP) rules, you can switch wireless carriers within the same geographic area and keep your existing phone number. Note, however, that if you are moving from one geographic area to another, you may not be able to port the number. In addition to switching from one wireless carrier to another, in most cases, you will be able to switch from a wireline carrier to a wireless carrier, or from a wireless carrier to a wireline carrier and still keep your phone number.

### Initiating the Process

If you want to change carriers:

- Do not terminate your service with your existing carrier **before** initiating service with the prospective new carrier.
- Contact the prospective new carrier, who will start the process of porting by contacting your current carrier.
- You may request service from a new carrier at any time.
- Be aware that you are obligated to pay any early **termination fees** that you may have under your existing contract and any outstanding balance owed to your old carrier. Review your existing contract to determine what fees or charges apply. However, once you request service from the new carrier, your old carrier may not refuse to port your number, even if

### Timeline for Wireless LNP

On **November 24, 2003**, wireless carriers in the **top 100 Metropolitan Statistical Areas (MSAs)** must implement this customer option. MSAs are geographic designations of population centers compiled by the U.S. Census Bureau (see attached map of the top 100 MSAs).

### Implementing Wireless LNP Outside the Top 100 MSAs

Outside of the top 100 MSAs, wireless carriers must be capable of implementing wireless LNP no later than six months after **November 24, 2003**.



Wireline to wireless portability should generally occur on the same schedule. Consumers should check with a prospective new carrier to confirm their options.

refuse to port your number, even if you owe money for an outstanding balance or termination fee.

### Fees and Charges

- The FCC does not regulate the rates of wireless service providers because the wireless industry is very competitive. In most areas, consumers have many service provider and plan options available. Competition brings the lowest prices for consumers.

## Page 2

- Carriers are allowed to charge a fee to recover their "porting" costs. Carriers may or may not choose to charge a fee, and their fees may vary. If they do charge specific fees, the fees cannot exceed their porting costs.
- Even if carriers decide to charge for wireless LNP, they may not refuse to port a number because a consumer has not paid a porting fee.
- Additionally, some carriers may choose to pay the old carrier's costs of porting for the benefit of their new customers. **Ask your new carrier** whether it has a policy of paying or reimbursing these charges.

### The Adjustment Period

Your new carrier can usually give you a good idea about how long the process will take. In general:

- For a **wireless-to-wireless** transfer, your phone number should work within a few hours of your request to change wireless providers.
- A **wireline-to-wireless** transfer may take several business days to

### Emergency Services

In some areas, 911 operators automatically receive the phone number or location of a wireless call, but in many areas, that is not the case. Technology that will provide that information - Enhanced 911 or "E911" - is currently being implemented, but is not yet available using many wireless phones and in most parts of the country.

As noted above, during the porting process from the old carrier to the new carrier, there may be a period of "mixed service" - when you may have two telephones with the same number. During this time period, your E911 service may be affected: the call should go through, but, the 911 operator may not be able to call you back if the call gets disconnected. For this reason, before porting either a wireless or a wireline number, **ask the new carrier** how long the porting process will take and how the porting process will affect a call to 911 services.

### Handsets and Special Services

In some instances, wireless **handsets** among different wireless service providers are incompatible. If you switch wireless service providers, you may need to purchase a new phone, even if you retain the same phone number. If you have

complete. **Ask your new carrier** whether you will be able to continue using your current wireline number during the transfer process.

- If you port from a **wireline phone** to a **wireless phone**, your wireline long distance carrier **will not** move with you. Your long distance service will generally be provided by your new wireless carrier, but you should verify this with the wireless carrier before changing service providers.

*Note:* For wireline-to-wireless porting, there may be a period of "mixed service" when you essentially have two telephones with the same number during the adjustment period.

concerns about purchasing a new phone **ask your new carrier** whether or not your current phone will work with that carrier's network.

Also, be aware that in a few areas, as you roam, consumers with ported numbers may only be able to send and receive calls; other services, such as caller ID, may not function properly.

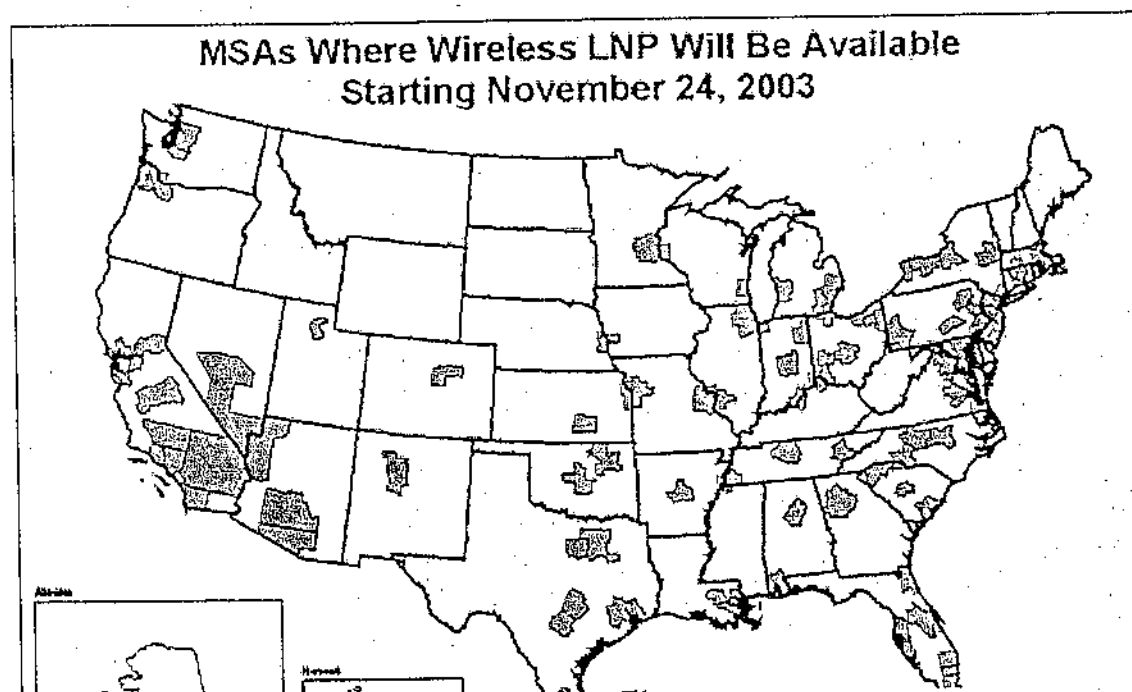
For additional information on wireless LNP, contact the FCC's Consumer Center toll-free at: 1-888-CALL-FCC (1-888-225-5322) voice, 1-888-TELL-FCC (1-888-835-5322) TTY, or visit our Web site at [www.fcc.gov/cgb/NumberPortability/](http://www.fcc.gov/cgb/NumberPortability/). This factsheet may be updated to reflect future developments; we encourage you to check the web site for updates.

## The 100 Largest Metropolitan Statistical Areas (MSAs)

- |   |   |
|---|---|
| 1. Los Angeles-Long Beach, CA           | 51. Raleigh-Durham-Chapel Hill, NC      |
| 2. New York, NY                         | 52. Hartford, CT                        |
| 3. Chicago, IL PMSA                     | 53. Buffalo-Niagara Falls, NY           |
| 4. Philadelphia, PA-NJ                  | 54. Middlesex-Somerset-Hunterdon, NJ    |
| 5. Washington, DC-MD-VA-WV              | 55. Memphis, TN-AR-MS                   |
| 6. Detroit, MI                          | 56. West Palm Beach-Boca Raton, FL      |
| 7. Houston, TX                          | 57. Monmouth-Ocean, NJ                  |
| 8. Atlanta, GA                          | 58. Jacksonville, FL                    |
| 9. Dallas, TX                           | 59. Rochester, NY                       |
| 10. Boston, MA-NH                       | 60. Grand Rapids-Muskegon-Holland, MI   |
| 11. Riverside-San Bernardino, CA        | 61. Oklahoma City, OK                   |
| 12. Phoenix-Mesa, AZ                    | 62. Louisville, KY-IN                   |
| 13. Minneapolis-St. Paul, MN-WI         | 63. Richmond-Petersburg, VA             |
| 14. Orange County, CA                   | 64. Greenville-Spartanburg-Anderson, SC |
| 15. San Diego, CA                       | 65. Dayton-Springfield, OH              |
| 16. Nassau-Suffolk, NY                  | 66. Fresno, CA                          |
| 17. St. Louis, MO-IL                    | 67. Birmingham, AL                      |
| 18. Baltimore, MD                       | 68. Honolulu, HI                        |
| 19. Seattle-Bellevue-Everett, WA        | 69. Albany-Schenectady-Troy, NY         |
| 20. Tampa-St. Petersburg-Clearwater, FL | 70. Tucson, AZ                          |
| 21. Oakland, CA                         | 71. Tulsa, OK                           |
| 22. Pittsburgh, PA                      | 72. Ventura, CA                         |
| 23. Miami, FL                           | 73. Syracuse, NY                        |
| 24. Cleveland-Lorain-Elyria, OH         | 74. Omaha, NE-IA                        |
| 25. Denver, CO                          | 75. Albuquerque, NM                     |
| 26. Newark, NJ                          | 76. Tacoma, WA                          |

- |  |  |
|--|--|
| 27. San Juan-Bayamon, PR                       | 77. Akron, OH                          |
| 28. Portland-Vancouver, OR-WA                  | 78. Knoxville, TN                      |
| 29. Kansas City, MO-KS                         | 79. El Paso, TX                        |
| 30. San Francisco, CA                          | 80. Bakersfield, CA                    |
| 31. Fort Worth-Arlington, TX                   | 81. Allentown-Bethlehem-Easton, PA     |
| 32. San Jose, CA                               | 82. Gary, IN                           |
| 33. Cincinnati, OH-KY-IN                       | 83. Harrisburg-Lebanon-Carlisle, PA    |
| 34. Orlando, FL                                | 84. Scranton-Wilkes-Barre-Hazleton, PA |
| 35. Sacramento, CA                             | 85. Toledo, OH                         |
| 36. Fort Lauderdale, FL                        | 86. Jersey City, NJ                    |
| 37. Indianapolis, IN                           | 87. Baton Rouge, LA                    |
| 38. San Antonio, TX                            | 88. Youngstown-Warren, OH              |
| 39. Norfolk-Virginia Beach-Newport News, VA-NC | 89. Springfield, MA                    |
| 40. Las Vegas, NV-AZ                           | 90. Sarasota-Bradenton, FL             |
| 41. Columbus, OH                               | 91. Wilmington-Newark, DE-MD           |
| 42. Milwaukee-Waukesha, WI                     | 92. Little Rock-North Little Rock, AR  |
| 43. Charlotte-Gastonia-Rock Hill, NC-SC        | 93. Ann Arbor, MI                      |
| 44. Bergen-Passaic, NJ                         | 94. McAllen-Edinburg-Mission, TX       |
| 45. New Orleans, LA                            | 95. Stockton-Lodi, CA                  |
| 46. Salt Lake City-Ogden, UT                   | 96. Charleston-North Charleston, SC    |
| 47. Greensboro-Winston-Salem-High Point, NC    | 97. Wichita, KS                        |
| 48. Austin-San Marcos, TX                      | 98. New Haven-Meriden, CT              |
| 49. Nashville, TN                              | 99. Mobile, AL                         |
| 50. Providence-Fall River-Warwick, RI-MA       | 100. Columbia, SC                      |

\* This MSA list represents the 100 largest MSAs based on U.S. Census data from 1990 to 2000. Additional MSAs may be added based on subsequent Census updates.  
47 C.F.R. 52.21(a).



## Board Memo

**Date:** 11/14/2003  
**To:** Honorable Chairman and Members of the ETSB  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** Voice over IP

---

In the past I have spoken about Voice over Internet Protocols or VolP. This is a radical new way of providing voice and data communications at a low cost. With this system the Internet becomes the telephone network and the computer becomes the telephone allowing very cheap service compared to the traditional telephone service of the past.

The advantages are:

1. Inexpensive service ( currently \$34.00 per month gets you unlimited local and long distance)
2. Portability in that any laptop loaded with the software and connected to the internet can serve as a telephone.
3. Non dependence on a single telephone company.

Disadvantages include:

1. Not able to call 9-1-1 and one systems that you do dial "9-1-1" they are routed to a seven digit number that has been arbitrarily selected from the telephone book or from an on line data base.
2. At this time not able to provide ANI and ALI.
3. Currently no way of collecting a 9-1-1 surcharge.
4. IP systems are not robust and disconnect or have poor quality of service.

These issues are now being addressed and within the next three to five years a system will be put in the field that will be of a good sound quality and robust enough to replace standard

telephone service. The issues regarding 9-1-1 have been put forward to the internet industry but it remains to be seen if they will be able to address all of the issues.

In an attempt to have some control over the 9-1-1 portion of the VoIP the State of Minnesota Public Utility Commission tried to pass regulation that regulate the IP as it relates to 9-1-1. The industry appealed to the FCC and they ruled that they were not a telephone service but an information service and therefore does not come under the state and local auspices. The FCC has been bombarded with documents explaining the situation regarding 9-1-1 and the disasters that await due to this ruling.

On a positive note the internet community is so frighten of regulation that they are working on the fixes to address the 9-1-1 issues including collection of a surcharge. I am proud to say that at the NENA technical meeting with these folks I was one of two 9-1-1 systems that were extremely vocal about the 9-1-1 issues and pointed out that the 9-1-1 systems would certainly make sure that the media knew the facts about they types of systems in the event a problem did occur. We were quire adamant about the robustness of the system, the ANI/ALI information and that moving forward with the technology without these issued resolved would result in many states asking for regulations. Regulations seem to be the word that they shy away from because there was an immediate change in attitudes regarding 9-1-1.

I have attached some documents on how VoIP works and I will continue to keep everyone advised about future developments.

Respectfully submitted,



William Gamblin

WHG

Attachments

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a month

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- [FREE Repeat Dialing](#)
- [Great International Rates](#)
- [FREE Call Transfer](#)
- [FREE Caller ID Block](#)
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Paris	5¢ /min	Sao Paulo	6¢ /min	Sydney	6¢ /min
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## Vonage In The News



Vonage, a company that routes calls through your Internet connection charges \$40 a month for unlimited local and long distance plus all the necessary hardware." [more>](#)

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UNLIMITED local and long distance calling within the US & Canada. Our all-inclusive package includes these great features:

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- [FREE Caller ID](#)
- [FREE Caller ID Block](#)
- [Virtual Phone Numbers](#)
- [Area Code selection](#)
- [Keep your current phone number](#)
- [Money-Back guarantee](#)
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You will get Unlimited Local and Regional service nationwide long distance and Canada calling month.

- All the same free features as the Premium Unlimited
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Sydney	6¢ /min	Tel Aviv	6¢ /min	Tokyo	6¢ /min	Rome	6¢ /min

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## Rate Plan Finder

Select an area code: 

### Additional Charges:

- One-time Activation Fee of \$29.99
- State and FET tax may apply
- [Regulatory Recovery Fee](#) of \$1.50 per line
- For further information please review the [Terms of Service](#).

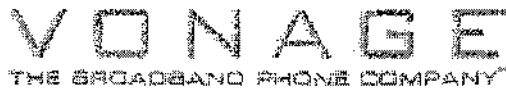
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## Available Area Codes

With Vonage, you are no longer tied to your "local area code". You can select any Area Code you want from our list of available area codes. This means even if you live in New York, you can have a California area code.

Even if we don't offer an area code in your city or town you can get exceptional Vonage service and savings today. Then, when we do add your area code, we'll switch your Vonage phone number for free.

Select a state to see a list of available area codes.

Select a State

See what is coming soon.

Select a State

## Rate Plan Finder

Select an area code:

## Area Code Notificat

Please email me when the area code I want becomes available.

Area Code

Email Address

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You get local, regional, and long distance U.S. and Canadian calling.

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Click any bullet below for more information.

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- [Free Area Code Selection](#)
- [Free Telephone Number Portability](#)
- [Virtual Phone Number](#)
- [Toll Free Plus](#)
- [Fax Service](#)
- [Enhanced 411 Dialing](#)
- [Free Real Time Billing Information](#)
- [Free Real Time Online Account Management](#)

#### Great Benefits:

- [Keep Your Existing Phone Number](#)
- [Great International Rates](#)
- [Free Calls to Any Other Vonage Subscriber](#)
- [Free Phone Adapter](#)
- [Money-Back Guarantee](#)
- [Refer-A-Friend Program](#)
- [Free Live Customer and Technical Support Via Toll-Free Telephone and Online](#)

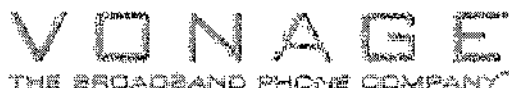
#### Phone Features:

- [Free 3 Way Calling](#)
- [Free Call Hunt](#)
- [Free Personalized Voicemail](#)
- [Free Call Forwarding](#)
- [Free Call Transfer](#)
- [Free Call Waiting](#)
- [Free Caller ID](#)
- [Free Caller ID Block \(\\*67\)](#)
- [Free Repeat Dialing](#)
- [Free Call Return \(\\*69\)](#)
- [Free International Call Block](#)
- [Dialing 911](#)
- [Free Bandwidth Saver](#)

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## Vonage 911

### Vonage Lets You Dial 911

*Prior Activation Required.*

#### Your Safety Is Important

Vonage is proud to offer 911 emergency dialing. When you dial 911, your call is routed from the Vonage network to the Public Safety Answering Point (PSAP) for your area. There are several important differences between our Emergency Services dialing and traditional 911 dialing that you need to know:

**You Must Pre-designate the Physical Location of Your Vonage Line for 911 Dialing to Function.**

- Remember that unlike traditional phone lines, Vonage service is portable to any location with broadband Internet access. For example, you can have a New York number and receive calls in Texas. You can also take your equipment with you on a trip but, when you travel, 911 Dialing will automatically route your call to the emergency personnel location for the address on file, not your temporary location.
- When you sign up for Vonage Dialing 911 service, you fill out a short form that tells us your actual ph address. When you dial 911, the call is routed to the local emergency personnel location designated the address you register on file here.
- When you move, you **MUST** provide your new location. You can conveniently update your new locat online. It may take several days to update your record.
- Since your 911 call could be from anywhere, we need you to verify the physical location of your phor order to activate this 911 dialing feature from your phone.

**911 Dialing Isn't Automatic. You Must Pre-Activate 911 Dialing. You May Decline 911 Dialing.**

- We **STRONGLY** urge you to activate 911 Dialing. Even if you don't plan to make 911 calls from your Vonage line, there may be others who do. You can't plan in advance for all situations. For example, a residential line could be used by babysitters, young children, inlaws, and others who may not know if you didn't want to make 911 calls. If you decline 911 from Vonage, you or others will not be able to c 911 from this Vonage line. Don't play games with your safety. Register today.

**Your Call Will Go To A General Access Line at the Public Safety Answering Point (PSAP). This is diff from the 911 Emergency Response Center where traditional 911 calls go.**

- This means your call goes to a different phone number than traditional 911 calls. Also, you will need state the nature of your emergency promptly and clearly, including your location and telephone numt as PSAP personnel will **NOT** have this information at hand.

**Service Outages Can Prevent 911 Dialing.**

#### Quick Reference

- Dialing 911 is an optional feature
- Dialing 911 is free
- Dialing 911 is available anywhere in the United State
- Dialing 911 requires prior activation on your part
- 911 Dialing and Vonage Serv DO NOT function During a Power Outage.

- 911 Dialing and Vonage Service DO NOT function during an electrical power or broadband provider outage.

**Important Note**

Please refer to the Dialing 911 section in our Terms of Service for important information on potential limitations of this 911 feature, including the differences between our 911 Dialing feature and traditional 911 dialing.

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**Office of the Coroner  
McLean County  
OCTOBER 2003 REPORT**

	<b>OCT. 2003</b>	<b>OCT. 2002</b>	<b>TYTD 2003</b>	<b>LYTD 2002</b>
<i>Cases</i>	<b>76</b>	<b>73</b>	<b>682</b>	<b>629</b>
<i>Autopsies</i>	<b>12</b>	<b>9</b>	<b>93</b>	<b>93</b>
<i>Out County Autopsies</i>	<b>27</b>	<b>75</b>	<b>211</b>	<b>109</b>
<i>Inquests</i>	<b>2</b>	<b>8</b>	<b>51</b>	<b>62</b>

**TOTAL DEPOSITS**

	<b>BUDGET</b>	<b>ACTUAL</b>
<i>Copy Fees</i>	<b>\$6,000.00</b>	<b>\$7934.00</b>
<i>Morgue Fees</i>	<b>\$18,750.00</b>	<b>\$41,271.88</b>
<i>Reim/Services</i>	<b>\$500.00</b>	<b>\$44.97</b>
<i>Paid to Facilities Mgt.</i>	<b>\$0</b>	<b>\$9196.00</b>
<i>Pur. Med/Dental Equip.</i>	<b>\$0</b>	<b>\$600.00</b>

**DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 1

Medical/Sudden death – 7

Homicide - 0

Other (pending tox. & autopsy results and/or inquest ruling) – 4

**OPEN DEATH INVESTIGATIONS**

Traffic Crash – 1

Homicide – 0

Medical/Sudden death – 10

Other/Pending - 16

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF OCTOBER 2003  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
Adoption	26	AD	11	0	8	29	29
Arbitration	344	AR	59	8	83	328	509
Chancery	188	CH	25	0	27	186	163
Dissolution of Marriage	585	D	53	1	50	589	542
Eminent Domain	2	ED	0	0	0	2	5
Family	238	F	37	0	40	235	152
Law => \$50,000 - Jury	253	L	3	0	12	244	271
Law = > \$50,000 - Non-Jury	144	L	12	0	2	154	125
Law = < \$50,000 - Jury	16	LM	0	0	1	15	23
Law = < \$50,000 - Non-Jury	235	LM	81	3	93	226	244
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	11	MH	6	0	3	14	2
Miscellaneous Remedy	162	MR	47	0	39	170	129
Order of Protection	13	OP	19	0	14	18	20
Probate	1,126	P	28	0	23	1,131	1,089
Small Claim	663	SC	235	28	254	672	683
Tax	10	TX	0	0	0	10	12
TOTAL CIVIL	4,016		616	40	649	4,023	3,998

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF OCTOBER 2003  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONTEMPT OF COURT	7	C.C.	2	2	0	3	6	2
CRIMINAL FELONY	860	CF	118	118	1	130	849	910
CRIMINAL MISDEMEANOR	1,134	CM	190	190	0	204	1,120	1,138
TOTAL CRIMINAL	2,001		310	310	1	337	1,975	2,050

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF OCTOBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
JUVENILE	35	J	0	0	0	1	34	54
JUVENILE ABUSE & NEGLECT	192	JA	9	17	0	5	196	193
JUVENILE DELINQUENT	91	JD	18	18	11	13	107	141
TOTAL JUVENILE	318		27	35	11	19	337	388

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF OCTOBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONSERVATION VIOLATION	21	CV	2	0	3	20	36
DRIVING UNDER THE INFLUENCE	439	DT	64	0	120	383	405
ORDINANCE VIOLATION	859	OV	345	0	225	979	880
TRAFFIC VIOLATION	20,220	TR	3,107	95	4,312	19,110	15,955
TOTALS:	21,539		3,518	95	4,660	20,492	17,276



**REPORT NO. E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE MONTH OF OCTOBER 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

[illegible]

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES <sup>(1)</sup>**  
**DURING THE MONTH OF OCTOBER 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
17	0	19	0	1	3	3	85	1	1	130

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>  
THROUGH THE MONTH OF OCTOBER, 2003  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

	NOT CONVICTED								CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL					
JAN	29	0	34	0	0	0	2	93	1	3	162	
FEB	19	0	19	0	*2	2	2	73	1	2	120	
MAR	11	0	13	0	0	0	1	65	0	0	90	
APR	28	0	19	0	1*	2	1	87	0	2	140	
MAY	16	0	21	0	0	0	1	63	1	2	104	
JUNE	16	0	8	1	0	1	0	55	5	2	88	
JULY	24	0	16	1	0	0	2	71	0	0	114	
AUG	23	0	7	1	0	1	1	89	0	1	123	
SEPT	14	0	6	1	0	0	1	67	1	2	92	
OCT	17	0	19	0	1	3	3	85	1	1	130	
NOV												
DEC												
TOTAL	197	0	162	4	4	9	14	748	10	15	1,163	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*NOT GUILTY BY DIRECTED VERDICT

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE MONTH OF OCTOBER 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 87  
(FROM REPORT F)

**FELONY SENTENCE TABLE**

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	4	5	10	9	11	39
4. PROBATION	0	0	1	6	14	25	46
5. OTHER	0	0	0	0	0	2	2
TOTALS:	0	4	6	16	23	38	87

\* Conditional Discharge

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF OCTOBER 2003  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	0	0	0
FAMILY (OP)	13	2	1
CRIMINAL	3	1	4
<b>TOTAL:</b>	16	3	5



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE: NOVEMBER 21, 2003  
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE  
COMMITTEE  
FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES *JPN*

TOPIC: RECOMMENDATION FOR ANNUAL COMPENSATION TO OSF  
HEALTHCARE SYSTEM AND KENNETH IONUE, M.D., FOR  
PHYSICIAN SERVICES AT THE MCLEAN COUNTY ADULT DETENTION  
FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility is in effect from January 1, 2003 through December 31, 2004. However, the annual compensation is subject to negotiation and approval by OSF Healthcare System and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectfully recommend that the rate of compensation for the 2004 contract year be increased by 2% from \$43,207.00 to \$44,075.00, effective January 1, 2004. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved fiscal year 2004 budget for the McLean County Adult Detention Facility Physician.

Dr. Inoue continues to provide on site medical services to the inmate population three days per week, and OSF HealthCare System provides on-call coverage through Dr. Inoue and other physicians in the OSF Medical Group.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

## **CONTRACT**

### **McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 16th day of December, 2003 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.



5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$43, 207.45 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2004 through December 31, 2004), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$44, 075.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.

5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
  - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 16th day of December, 2003.

OSF HEALTHCARE SYSTEM, an  
Illinois not for profit corporation,  
owner and operator of St. Joseph  
Medical Center, Bloomington, Illinois

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_

COUNTY OF McLEAN, a body  
politic and corporate

ATTEST:

By: \_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board of McLean  
County, Illinois

\_\_\_\_\_  
David Owens  
McLean County Sheriff

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**DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT**

(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

**MEMORANDUM**

<b>DATE:</b>	November 21, 2003
<b>TO:</b>	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
<b>FROM:</b>	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JPN</i>

**TOPIC:** RECOMMENDATION FOR ANNUAL COMPENSATION TO DENNIS KRUG, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES FOR THE MCLEAN COUNTY ADULT DETENTION FACILITY

The current contract with Dennis Krug, DDS, for the provision of dental clinician services for the McLean County Adult Detention Facility is in effect from January 1, 2003 through December 31, 2004. However, the annual rate of compensation is subject to negotiation and approval by Dr. Krug and McLean County prior to the beginning of the second year of this contract agreement.

At this time, we respectfully recommend that compensation for the 2004 contract year be paid at an hourly rate of \$129.80 portal to portal in addition to a monthly stipend of \$97.52. These figures represent a 2% increase from the previous contract year. Total budgeted figure for 2004 is \$18,100, and also reflects a 2% increase from FY'03.

Dr. Krug has provided dental assessments and services to inmates in need of dental care since May of 1995, and we continue to be very satisfied with his services. At the current time, Dr. Krug provides on-site dental evaluation and treatment once a week for approximately three hours.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

**AGREEMENT  
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 16<sup>th</sup> of December, 2003, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

**THE DENTAL CLINICIAN AGREES TO:**

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

## DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

### THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to the Dental Clinician at an hourly rate of \$127.30 portal to portal in addition to a monthly stipend of \$95.61 payable monthly upon invoice by the Dental Clinician.
10. During the second year of this Agreement (January 1, 2004 through December 31, 2004), provide compensation to the Dental Clinician at an hourly rate of \$129.85 portal to portal in addition to a monthly stipend of \$97.52 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT  
Page Three

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

## DENTAL CLINICIAN CONTRACT

Page Four

10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the Dental Clinician upon thirty (30) days written notice.
  - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

### APPROVED:

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Dennis R. Krug, D.D.S.

---

David Owens,  
McLean County Sheriff

### APPROVED:

### ATTEST:

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Michael F. Sweeney, Chairman  
McLean County Board

---

Peggy Ann Milton, Clerk of the  
County Board of McLean County, Illinois





DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE: November 21, 2003  
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE  
COMMITTEE  
FROM: JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES *JN*

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN  
COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF  
MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY DETENTION  
FACILITY.

The current contract with the McLean County Center for Human Services expires on December 31, 2003. This contract allows us to provide mental health services for the inmate population. These services include counseling, crisis intervention, and psychiatric sessions. The following is a comparison of actual rates per service for 2003 and recommended rates per service for 2004:

<u>SERVICE</u>	<u>2003</u>	<u>2004</u>	<u>%/INC</u>
Crisis Team Response-----	\$ 58.50	\$ 60.00	2.50
Nurse Consultation (not utilized)--	\$ 58.50	\$ 60.00	2.50
On-Site Psychiatrist Services-----	\$130.00	\$134.00	3.00
Psychiatrist Sessions(not utilized)	\$ 58.50	\$ 60.00	2.50
Scheduled In-house Services-----	\$ 40.00	\$ 41.00	2.50

Total budgeted figure for FY'04 is \$67,700, and reflects a 2% increase from the 2003 budget year. There are no additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We respectfully recommend renewal of this contract for contract year 2004, and we would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you in advance for your time and consideration.

1  
CONTRACT 553140-CY00

This CONTRACT, made this 16<sup>th</sup> day of December, 2003 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County jail inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2004 through December 31, 2004, to provide crisis intervention, clinical consultation, and other mental health services for McLean County jail inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$67,700.00) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
  - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
  - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
  - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
  - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
  - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
  - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
  - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
  - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
  - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
  - a. Crisis Team screening and assessment response \$60.00 hr/person
  - b. Nurse consultation (phone or in person) \$60.00 hr
  - c. On-site psychiatrist services  
(phone or in person with travel) \$134.00 hr
  - d. Psychiatrist sessions \$60.00 session
  - e. Scheduled In-house assessment & services \$41.00 hr
9. This CONTRACT may be terminated for any of the following reasons:
  - a. At the request of the AGENCY upon thirty days written notice; and,
  - b. At the request of the BOARD upon thirty days written notice; and,
  - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.

22. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

\_\_\_\_\_  
David Owens,  
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By \_\_\_\_\_  
Tom Axley

McLEAN COUNTY BOARD OF HEALTH

By \_\_\_\_\_  
Joanne Maitland, President

McLEAN COUNTY BOARD

By \_\_\_\_\_  
Michael F. Sweeney, Chairman

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

mtlcont\chs\jail.00



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

November 19, 2003

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: DECEMBER 1<sup>ST</sup>, 2003 JUSTICE COMMITTEE MEETING

I would respectfully request that the following seven (7) items be placed on the December 1<sup>st</sup>, 2003 Justice Committee Agenda for Action and one (1) item for Information Only:

**Action**

- 1) **2003 Intergovernmental Agreements between the County of McLean and the City of Bloomington; the Town of Normal and Illinois State University for Booking Services:** These agreements are for booking services provided to the City of Bloomington, the Town of Normal and Illinois State University. The services include the completing of all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons into custody. The 2004 Agreement is the same as previous agreements with the exception of a 3% increase for each department.
- 2) **Typewriter Maintenance Agreements:** On November 19<sup>th</sup>, 2003, the following office equipment dealers were contacted regarding the cost of maintenance agreements on five (5) IBM typewriters located in the McLean County Sheriff's Office.

**Office Max**, of Bloomington, IL, does not provide maintenance agreements on typewriters.

**WM Putnam Company**, of Bloomington, will not supply maintenance agreements on typewriters that are not purchased from them.

**Paxton's Inc.**, of Bloomington, IL, will supply maintenance agreements at a cost of \$150.00 per typewriter, per year. The total for all five (5) typewriters for the year 2004 will be \$750.00. There was no increase from 2003.

- 3) **Jail Kitchen Chemical Bids:** Requests were sent out for quotations to four (4) chemical companies for the jail chemicals for 2004. These were sent to Newman-Ullman, Ecolab, Bunn Capitol and Diversy. I received responses from Ecolab only. The attached table shows the individual prices for each item and quantity of such.

Based on the fact that this was the only bid and they have supplied the jail with chemicals for a number of years, I would recommend they continue to be our supplier of the dish and laundry chemicals for 2004.

- 4) **Jail Chaplain Contract:** Chaplain Bennett has been the Inmate Chaplain for the past 7 ½ years and has done an excellent job in that position. The contract is for one year and will expire on December 31, 2004. The contract is the same as last year with the exception of a 3.5% increase in salary.
- 5) **Regional Office of Education Letter of Understanding:** This Letter of understanding is for the services of the Regional Office of Education to provide a G.E.D. instructional program for the inmates in the McLean County Detention Facility. The cost of the program for 2004 represents a 4.5% increase from 2003. This increase is due to administrative costs and supplies for the teacher.
- 6) **Identix Live-Scan Maintenance Agreement:** The McLean County Detention Facility has been using the Identix Live-Scan Fingerprinting system since 1997 to take fingerprints from arrested subjects that are booked into the jail.

The Maintenance Agreement provides 24 hour/7 day a week telephone support and it provides coverage during the week (8:00 to 5:00) during normal business hours.

The current Maintenance Agreement will expire January 31, 2004. The new contract will be in effect from February 1, 2004 through January 31, 2005.



- 7) **2004 vehicle purchase proposal:** Based on our review of bids received for McLean County Sheriff's office vehicles, I would like to recommend the purchase of six (6) Impalas, from Miles Chevrolet, at a cost of \$101,814, minus \$33,500 for 6 trade ins, for a total of \$68,314. From Heller Ford, I recommend one (1) Ford Expedition police Vehicle at a cost of 24,815.36, minus a trade in of \$3,000, for a total of \$21,815.36, which is a grand total of \$90,129.36. This is within the budgeted amount in the County Administrators budget.

**Information**

- 1) **McLean County Detention Facility Report:** (Please see attached.)

Eric Ruud has reviewed these contracts.

Chief Derick Love and I both plan to attend this meeting and will be prepared to answer any questions you may have.

Sincerely,



David Owens  
Sheriff

DO:jc

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

**WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and**

**WHEREAS, the County of McLean has booking facilities: and**

**WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;**

**NOW THEREFORE, the parties hereto agree as follows:**

**1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**

**2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**

**3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

**4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not**

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,540.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Judy Markowitz, Mayor  
City of Bloomington

\_\_\_\_\_  
Michael Sweeney, Chairman  
McLean County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk  
City of Bloomington

\_\_\_\_\_  
Peggy Ann Milton, Clerk of  
McLean County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Roger Aiken, Chief of Police  
City of Bloomington

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF McLEAN AND THE TOWN OF NORMAL

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

(2)

5. The Town will pay the County at an annual rate of Eighteen Thousand Four Hundred Eighty Dollars (\$18,480.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,540.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Kent Karraker, Mayor  
Town of Normal

\_\_\_\_\_  
Michael Sweeney, Chairman of  
McLean County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Wendellyn Briggs, Town Clerk of the  
Town of Normal

\_\_\_\_\_  
Peggy Ann Milton, County Clerk of  
McLean County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Walt Clark, Chief of Police  
Town of Normal

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY**

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms; finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Twenty Dollars (\$920.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2004. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

**APPROVED:**

**ILLINOIS STATE UNIVERSITY**

\_\_\_\_\_  
Stephen M. Bragg, Vice President  
for Finance and Planning

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald D. Swan, Chief of Police  
Illinois State University

Date: \_\_\_\_\_

**APPROVED:**

**COUNTY OF McLEAN**

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
for McLean County

Date: \_\_\_\_\_

\_\_\_\_\_  
David G. Owens, Sheriff  
Of McLean County

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Renee Smith Byas, General Counsel  
Illinois State University

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eric T. Ruud, First Assistant  
McLean County State's Attorney

Date: \_\_\_\_\_



# Service Agreement

## PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

McLean County Sheriff Department  
104 W. Front St.  
Bloomington, IL 61702-2400

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date 1/1/04

Payable: ☐ Monthly ☐ Quarterly ☒ Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

### Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

#### **Term**

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

#### **Service Availability**

Remedial service may be requested by calling the Service Dispatcher at:

\_\_\_\_\_  
Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am  
5 pm

#### **Excluding holidays indicated**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> New Year's Day   | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day     | <input checked="" type="checkbox"/> Christmas Day    |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day        |

\_\_\_\_\_  
Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

#### **Service and Maintenance Options**

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

Zone 1 Emergency Service within \_\_\_\_\_ hours  
Zone 1 Standard Service within 24 hours  
Zone 2 Emergency Service within \_\_\_\_\_ hours  
Zone 2 Standard Service within \_\_\_\_\_ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

#### **Charges**

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty(30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

#### ***Exclusions***

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

#### ***Termination***

*This Agreement may be terminated under any of the following conditions:*

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

#### ***Hazardous Products***

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

#### *Limitation of Liability*

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

#### *Indemnification*

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

#### *General*

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and

constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

**Acceptance**

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date Automatic Renewal

Customer Name McLean County Sheriff's Dept. unless we request termination

Address\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_ Date\_\_\_\_\_

ADOPTED by the McLean County Board this \_\_\_\_\_ of December, 2003.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board



# Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff Phone (309) 888-5034  
Priced ☐ Monthly ☐ Quarterly ☒ Annual

Model	Serial	Description	Option	PM	Price
WW 35	11-WB144	Typewriter	Jay		\$150.00
WW 2500	11-24360	Typewriter	Cee Cee		150.00
WW 2500	11-24374	Typewriter	Kelly		150.00
WW 2500	11-29546	Typewriter	Jennifer		150.00
WW 2500	11-25026	Typewriter	Records		150.00
Total:					\$750.00

Accepted

Company Signature Jim Killoran

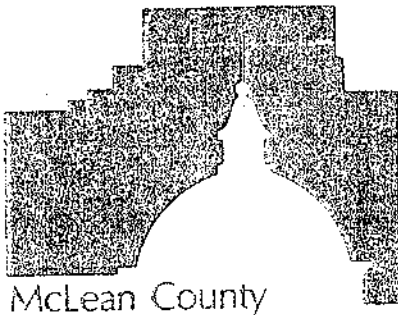
Printed Name Jim Killoran

Title Service Manager Date: \_\_\_\_\_

Company Signature David Owens

Printed Name David Owens

Title Sheriff Date: \_\_\_\_\_



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

September 9, 2003

Ecolab Inc.  
Contract Sales  
370 Wabasha Street  
St. Paul, MN 55102

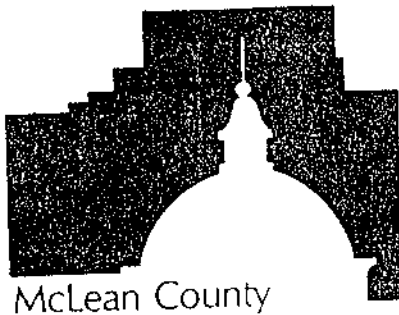
Enclosed, you will find the 2004 McLean County Jail's request for Chemical Agents. Even if you do not wish to submit a quote, please respond to the request. You may also fax your response to (309) 888-5072.

Contact me at (309) 888-5068, if you have any questions.

My email address is [tomp@mclean.gov](mailto:tomp@mclean.gov)

Thank you,

Tom Phares, Jail Superintendent  
McLean County Jail



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
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Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

**Instructions to Vendors Wishing to Quote Prices for  
Chemical Agents to be used in McLean County Jail Laundry  
and Dish Machine 2004**

Page 1

**Purchaser**

Purchaser is the McLean County Sheriff's Department, Room 105 Law and Justice Center, 104 West Front Street, Bloomington, Illinois 61702-2400

**Bid Procedures**

Quotes shall be prepared on bid forms supplied by the McLean County Sheriff's Department.

*The quotes shall be mailed to Tom Phares, McLean County Jail Superintendent, McLean County Sheriff's Department, 104 West Front, Bloomington, Illinois 61702-2400. The due date for the quotes is October 15, 2003.*

*All vendors will be required to conduct an on-site inspection prior to submitting quotes. The trays now being used are insulated and a new dish machine will be installed this year. The dish machine is a Val uclean model VC 1000. Contact Tom Phares @ 309-888-5068 to set up an appointment. The quotes will be evaluated by the Sheriff and the successful vendor will be notified.*

**Specifications for quotes**

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares, Jail Superintendent @ 309-888-5068. Hours are Monday-Friday 8:30am- 4:30pm.

See Attached Chemical Agent Specifications.

See attached form for quotes.

**CHEMICAL AGENT SPECIFICATIONS**

McLean County is requesting quotes for the following chemical agents

- A. **Liquid Laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer / Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid Low Temperature Dish Machine Detergent:** Low energy detergent to be formulated with alkalinity levels designed for optimum performance of service wears.
- D. **Liquid Low Temperature Dish Machine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition it must control foam.
- E. **Liquid Low Temperature Dish Machine Sanitizer:** Sanitizing agent should be used for low-temperature chemical machines. Agent must be effective in sanitizing all food and beverage utensils.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. **Third Sink Sanitizer:** Must meet/exceed the current needs for proper sanitation of the kitchen utensils and other items requiring this process.
- H. **Pot and Pan Soap:** Must be able to meet/exceed the current needs for the cleaning of the pots and pans.

- I. All chemical agents should be stored in (5) gallon containers. Containers must have the capability of being connected to the washing machine and dish machine for automatic dispensing of chemical agent. In addition, supplier must be able to provide 100% parts and labor for up-keep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.
- J. All quotes will include a full product specification sheet. Also, Material Data Safety Sheet shall accompany all quotes.
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within 15 days of notification of award of quote.
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing (3) 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10 ¾ X 14 ½ X 2 1/8 trays, 6 oz. Cups, 10 oz. bowls, and service wear (3) times daily.
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period to expire December 31,2004.)

# Chemical Quote Form for 2004

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. Tri-Star Glo #15420 5gal/pail \$57.00/pl	Yes	No	4.0 pails	Yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. Laundri Destainer #15982 5gal/pail \$34.50/pl	Yes	No	4.00 pails	Yes
LIQUID LOW- TEMP DISH MACHINE DETERGENT	Ecolab Inc. H.D. Eco Klene #14514 5gal/pail \$50.50/pl	Yes	Yes	1.5 pails	Yes
LIQUID LOW- TEMP DISH MACHINE RINSE	Ecolab Inc. Ultra Dry #15172 4.5gal/pail \$75.00/pl	Yes	Yes	1.00 pails	Yes
LIQUID LOW- TEMP DISH MACHINE SANITIZER	Ecolab Inc. Ultra San #13961 5gal/pail \$30.50/pl	Yes	Yes	1.00 pails	Yes
LIQUID DELIMER	Ecolab Inc. Lime-A-Way #12021 4/1gal \$33.50/cs		No	.333gallons	Yes
Third Sink Sanitizer	Ecolab Inc. Ster Bac Blu #11023 4/1gal \$48.50/cs	Yes	No	.666gallons	Yes
Pot and Pan Soap	Ecolab Inc. Solitaire #17301 4/5# \$115.00/cs	Yes	No	1 capsule	Yes

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs

Date of Quote 9/26/03

Company Telephone Number 800-352-5326 ext 4310

Total Quote for Chemicals \$7,433.47 (12 months)

Additional Comments \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

## CONTRACT – INMATE CHAPLAIN

This contract entered into this \_\_\_\_\_ day of December, 2003 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,945.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2004. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of December 2003.

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Colleen Bennett

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Sheriff Dave Owens

APPROVED:

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Michael Sweeney, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois



**LETTER OF UNDERSTANDING  
BETWEEN  
McLEAN COUNTY BOARD AND THE  
REGIONAL OFFICE OF EDUCATION  
FOR McLEAN AND DEWITT COUNTIES**

**McLEAN COUNTY JAIL EDUCATION PROGRAM**

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

**1. SCOPE OF PROGRAM:**

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

**2. RESPONSIBILITIES OF ROE:**

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

- A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.
- B. ROE will furnish all textbooks, reference books, and instructional materials for such program.
- C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.
- D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director  
GED/Adult Literacy Programs  
905 N. Main St. Suite # 2  
Normal, IL 61761  
309-888-9884

3. **RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
  - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent  
104 W. Front Street  
Bloomington, IL 61702-2400  
(309) 888-5036

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

**7. DURATION OF AGREEMENT:**

This Agreement shall be effective on January 1, 2004, through December 31, 2004.

**8. COMPENSATION:**

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2004, and
- B. \$7,700.00 no later than July 1, 2004.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

**McLean County Sheriff's Department**

By: \_\_\_\_\_ Date \_\_\_\_\_, David G. Owens, Sheriff

**Regional Office of Education  
McLean and DeWitt Counties**

By: \_\_\_\_\_ Date \_\_\_\_\_

**McLean County Board:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Sweeney, Chairman

**ATTEST:** \_\_\_\_\_ Date \_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean, Illinois



## Live-Scan Maintenance Agreement Quotation

Date: June 4, 2003  
 (Quoted prices valid 30 days)  
 Rev. Level#:

Contract Period: February 1, 2004 - January 31, 2005

Bill To:  
 McLean County Sheriff's Office  
 104 W. Front Street  
 Bloomington, IL 61702  
 Attn: Tom Phares  
 Office: 309-888-5068  
 Fax: 309-888-5072  
 Equipment Covered:

Quotation #: 103381-S

Type of Service: 9/5

Terms of Payment: Monthly

Equipment Location:  
 McLean County Sheriff's Office  
 104 W. Front Street  
 Bloomington, IL 61702

IDX - 103381

Item	Qty	Part#	Description	Price	Ext. Price
1	1	TP-600NEC2N	TouchPrint 600 Workstation to include the following: TP-617PO - Ethernet LAN Adapter, TP-628N - NFS Server & Client, TP-666N - NATMS Protocol Support with WSQ Compression, TP-691NECN - Accu-Capture Slap to Roll, TP- 626 - Modem, TP-RSMM - Remote Service Management Support, TP-614LS - Duplex Printer, TP-601 - Livescan Cabinet, TP-UPS - Power Supply		\$6,268.82
					\$826.88
2	1	EASE06280010-A	Back-up CPU		\$7,095.70
Annual Total:					\$7,095.70

Agreement Total:

Monthly Payments

\$591.31

### Please Note:

Your present maintenance contract will expire January 31, 2004. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$800, plus travel expense, charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

## Live-Scan Maintenance Agreement Quotation

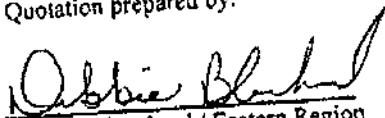
**Special Comments:**

Tax not included. Please add if applicable.

\*Revision Changes include:

By signing below, you accept the attached Terms & Conditions. With this page signed, please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement.

Quotation prepared by:



Debbie Blanchard / Eastern Region

1336 Mark NE

Grand Rapids, MI 49525

Phone: 616-447-2626

Fax: 616-447-2629

**Enclosures:**

Purchase Order Waiver Form for Maintenance Renewal

Maintenance Scope of Work

Maintenance Agreement Terms & Conditions

Customer Signature:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**IDENTIX PURCHASE ORDER WAIVER FORM  
FOR  
RENEWAL MAINTENANCE**

Date: \_\_\_\_\_

Quotation#: \_\_\_\_\_

**PRIOR TO RECEIVING SERVICE THIS FORM MUST BE FAXED TO:**

616-447-2629

This form confirms that the Accounts Payable Department at \_\_\_\_\_  
(name of customer)  
does not require a hard copy purchase order or a purchase order number to process payment for  
this Identix renewal maintenance invoice.

Accordingly, this letter authorizes Identix to bill for parts and labor associated with services  
rendered per Identix Maintenance Agreement Terms and Conditions Section II. B. a. b. c. and D.

Information contained on the invoice will be sufficient to secure prompt payment of all invoices  
in accordance with the authorized signature on this waiver form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Bill To Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ***Identix Maintenance Scope of Work***

**1. Support.** In consideration of Customer's timely payment of Annual Maintenance Fees for the applicable service level, Identix shall provide the following Services to Customer:

### **All Levels**

- Unlimited telephone technical support for System hardware and software from the Identix TouchCare™ Support Center (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. This does not include support for Customer provided communication networks.

### **24/7 Coverage**

- Telephone response to service calls will be made within one (1) hour from the time the service call was received and Help Desk Support will attempt issue resolution prior to Field Service Engineer dispatch.
- On site maintenance coverage seven days, 24 hours (including Holidays). On site response by an Identix Field Service Engineer will occur within four (4) hours of Field Service Engineer dispatch in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis.

### **9/5 Coverage**

- Telephone response to service calls will be made within four (4) hours from the time the service call was received and Help Desk Support will attempt issue resolution prior to Field Service Engineer dispatch.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F). On site response by an Identix Field Service Engineer will occur within eight (8) working hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis during normal working hours. After hour visits will be billed on a time and material basis. Support provided on a "best effort" basis within 48 hours of a call for service.

### **Helpdesk Coverage**

- Telephone response to service calls will be made within four (4) hours from the time the service call was received and Help Desk Support will attempt issue resolution.
- If required, customer site visit by an Identix Field Service Engineer will be provided at current time and travel rate. Support provided on a "best efforts" basis within 48 hours of a call for service.

\* "Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

**2. Parts.** Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. Consumable parts (i.e., platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.

**3. Access to Equipment.** Identix Field Service Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

**4. Maintenance Service.** Maintenance services covered by this agreement do not include maintenance, repair, or replacement of damaged parts resulting from the client's movement of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

**5. Printer Coverage:** Identix will provide maintenance services for system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied current or future coverage due to lack of repair parts or end-of-life determination by the manufacturer.

## IDENTIX Maintenance Agreement Terms and Conditions

### **GENERAL SCOPE OF COVERAGE**

Subject to payment of the Annual Maintenance Fees set forth in the written Identix Incorporated ("Identix") Maintenance Agreement Quotation to customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the system ("System") maintenance services ("Services") set forth herein (this "Agreement") and in the written Identix Maintenance Scope of Work ("Scope of Work") attached hereto. The Maintenance Agreement, Quotation and Scope of Work are hereby incorporated into this Agreement by this reference.

### **EXCEPTION TO COVERAGE**

A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control are not covered and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, moved or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.

B. Out of scope services as defined on the accompanying Scope of Work requires a purchase order prior to commencement of work. Identix has no obligation to perform out of scope services without a purchase order accepted by Identix. Notwithstanding the foregoing, as a courtesy to customer, Identix may proceed without a purchase order upon signature of Identix' Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.

C. Any equipment not registered under this Agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the rate of \$800 per system plus travel expenses and parts (if any required).

D. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.

### **SERVICE CALLS**

Service calls under this Agreement will be made at the installation address identified in the Maintenance Agreement Quotation or as otherwise agreed to in writing. Identix service personnel (for those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the "Touchcare" Support Center by calling 1-888-HELP-IDX or 1-800-932-0589.

### **REPAIR AND REPLACEMENT OF PARTS**

All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.

### **TERM AND TERMINATION**

This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of receipt, installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default and provided that the System has not reached its "end of life" for support as designated by Identix. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded, except as otherwise noted.

### **CHARGES**

The initial fee for Services under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement.

Quotation. The Annual Maintenance Fee with respect to any renewal term will be Identix current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.

### **BREACH OR DEFAULT**

If Customer does not promptly pay charges for Services or parts as provided hereunder when due:

A. Identix may refuse to service the System; and

B. Identix may provide service at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.

### **LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY**

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE TOTAL NET PROCEEDS FOR THE SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF THE SYSTEM, AND COSTS OF RECREATING LOST DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

### **LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES**

If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not) directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not, directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.

### **MISCELLANEOUS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by the Customer to a third party without the prior written consent of Identix.



## VEHICLE PRICE SHEET

Miles Chevrolet	Chevrolet Impala C91 Interceptor	\$16,969x5	\$84,845.00
	Chevrolet Impala IWFXC	\$16,959x1	\$16,959.00
	6 trade in vehicles	-	\$68,304.00
Heller Ford	Ford Expedition Special Service Vehicle	\$24,815.36x1	\$24,815.36
	1 trade in vehicle	-	21,815.36
<b>Total</b>			\$90,119.39
Coroner's Office			
Miles Chevrolet	Chevrolet Impala C91 Interceptor	\$16,969.00x1	\$16,969.00
<b>Grand Total</b>			<b>\$107,088.39</b>

MCDF Average Population  
Six Month Comparison

Month	June 2003	July 2003	August 2003	Sept 2003	October 2003	Novemb 2003	Average
Daily Total	202.07	178.19	200.40	220.13	232.42	245.9	213.18
In House	113.71	70.16	173.60	195.23	198.03	207.2	159.65
Male	173.71	153.58	179.70	190.63	199.16	207.03	183.97
Female	28.36	24.61	20.70	29.50	33.26	38.7	29.19
Special Needs	16.37	7.52	16.90	18.63	18.19	21.1	16.45
Straight Sentence	44.11	26.13	34.90	43.80	55.10	53.4	42.90
Work Release	9.84	6.71	9.30	10.77	13.13	14.3	10.67
Weekenders	19.95	17.71	23.80	27.00	22.00	26.8	22.88
Other Facilities	58.25	59.23	00.00	00.00	13.29	17.4	24.69

MCDF  
POPULATION REPORT  
November  
2003

Date	Dalley Total	In House	Male	Female	Sp Needs	Str Sentence	Work Release	Weekends	Other Fac
1	238	216	203	35	30	53	15	26	12
2	248	230	213	35	31	55	15	25	12
3	235	195	203	32	18	55	15	26	12
4	238	201	207	31	15	58	13	26	12
5	243	205	208	35	21	57	13	26	12
6	243	200	209	34	20	55	13	27	15
7	230	187	199	31	15	53	14	26	15
8	244	219	209	35	26	55	15	27	15
9	245	224	208	37	30	55	15	25	15
10	251	207	217	34	24	55	15	27	15
11	238	194	202	36	17	54	15	27	15
12	251	204	209	42	23	54	15	27	17
13	257	210	213	44	25	55	15	27	17
14	256	212	213	43	23	54	15	27	13
15	259	226	214	45	24	55	15	27	24
16	260	231	213	47	22	55	15	27	24
17	261	209	213	48	20	50	15	27	24
18	246	194	205	41	16	47	14	27	23
19	247	196	207	40	17	48	14	27	22
20	255	203	211	44	21	50	14	27	22
21	236	185	194	42	18	51	14	27	21
22	242	214	201	41	15	54	13	30	20
23	242	219	204	38	21	52	13	28	20
24	237	192	199	38	15	52	12	27	20
25									
26									
27									
28									
29									
30									
Total	5902	4973	4974	928	507	1282	342	643	417
Average for November 2003	245.9	207.2	207.3	38.7	21.1	53.4	14.3	26.8	17.4

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

November 20, 2003

STATE'S ATTORNEY:

Beginning Balance 01/01/2003	\$ -49,196.06
(Reflects \$80,000 transfer to General Fund 12/31/02)	
Revenue	<u>3,320.25</u>
Total Funds Available	\$ -45,875.81
Expenditures	<u>2,501.66</u>
Fund Balance 11/20/03	\$ -48,377.47

SHERIFF:

Beginning Balance 01/01/2003	\$ 45,759.23
Revenue	<u>12,117.45</u>
Total Funds Available	\$57,876.68
Expenditures	<u>2,725.00</u>
Fund Balance 11/20/03	\$55,151.68

TOTAL FUND BALANCE-	November 20, 2003	\$ 6,774.21
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# McLean County State's Attorney's Office 2003 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2003 YTD 2002 YTD Total Projected 2003

## CRIMINAL

Felony	105	74	143	92	92	99	104	122	122	102	110	1165	1438	1,539	1,312
Misdemeanor	150	138	167	146	208	212	126	253	153	166	208	1927	2175	2,355	2,170
Asset Forfeiture	6	12	3	3	15	4	5	15	5	15	12	95	92	98	107
Family Totals	34	56	53	38	39	39	42	61	39	52	24	477	393	425	537
Family	18	45	40	21	19	24	30	44	30	38	15	324	225	248	365
Order of Protection	16	11	13	17	20	15	12	17	9	14	9	153	168	177	172
Juvenile Totals	19	20	18	11	21	13	13	10	25	25	14	195	257	268	219
Juvenile	2	1	0	2	0	1	0	0	0	0	1	7	21	21	7
Juvenile Abuse	4	8	9	6	9	9	7	7	13	9	7	88	81	86	99
Juvenile Delinquency	13	11	9	3	12	3	6	9	12	16	6	100	155	161	112
Traffic Totals	1,957	2,509	3,027	2,298	2,154	3,260	2,412	2,629	2,322	2,054	2,158	26,735	27,202	29,629	30,118
Traffic	1,904	2,460	2,946	2,243	2,097	3,166	2,342	2,566	2,253	1,991	2,087	26,010	26,409	28,746	29,301
DUI Traffic	53	49	81	55	57	94	70	63	69	63	71	725	793	883	816

## CHILD SUPPORT

Paternity cases filed	6	5	16	3	7	14	10	17	10	11	3	102	58	70	144
Paternity cases established	4	6	8	3	5	2	7	6	3	5	3	52	49	55	58
Paternities excluded	0	0	0	0	1	0	1	0	0	0	1	3	9	10	3
Support Orders entered	51	50	42	30	51	21	34	32	35	35	44	425	334	370	478
Modification proceedings filed	8	18	14	40	23	17	13	12	19	21	9	194	261	304	218
Modification proceedings adjudicated	28	26	16	5	15	12	12	26	10	5	1	136	170	184	153
Enforcement actions filed	16	24	44	43	25	22	24	46	22	32	9	307	337	391	345
Enforcement actions adjudicated	27	32	36	34	48	21	60	76	33	45	69	481	621	648	541
Hearings set before Hearing Officer	81	77	66	37	100	64	72	67	35	41	74	714	549	611	804
Orders prepared by Hearing Officer	54	52	54	29	86	54	63	64	28	35	67	586	385	432	660

2003 Projected = (2003 YTD/Day of Year) x 365 Days

n/c= not calculable



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

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**Request for Approval of  
Work Order 13**

November 20, 2003

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached an agreement for Work Order #13 of our Integrated Justice project. Monies have been budgeted for this Work Order within the Fiscal Year 2004 budget and we would like to begin work as early as in January as possible.

Work Order 13 is the first work order providing for the implementation of a new Civil Case Management System in the Circuit Clerk's office. Specifically this Work Order will address Bond management, Civil Case relationships and Juvenile Case management.

On behalf of the IJIS board and IJIS workgroup, I respectfully request the approval of Work Order #13 and welcome any questions you may have.

Craig Nelson  
Director  
McLean County Information Systems

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**WORK ORDER #13**

This is a Work Order which defines certain Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

**Consulting Services Topic:**

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

**Objectives of Consulting Services:**

To provide professional services to perform the Phase 1 elements (Bond Management; Civil Case Relationships and Statuses; and Juvenile Case Management), and initiate Phase 2 as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

**Location of Consulting Services:**

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E\*Justice System.

**Activities to be performed:**

NORTHROP GRUMMAN will perform the following services:

- Perform Phase 1 elements and deliver the Deliverable Materials set forth below, all as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.
- Initiate Phase 2 as defined in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. No Deliverable Materials are associated with this task.

**Deliverable Materials:**

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order:

- Phase 1 software enhancements to the E\*Justice System approved by the

County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.

- User Manual update for Phase 1 software enhancements to the E\*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- System Administration Manual update for Phase 1 software enhancements to the E\*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- One (1) training class of not more than five (5) days in duration for software enhancements to the E\*Justice System approved by the County for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- Training materials (for COUNTY end users, computer operations, technical development and support personnel, etc.). Such materials shall include on-line "help" materials, training syllabuses and other related materials, as determined by Northrop Grumman.

**Work Order Price:**

In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$700,000 (Seven Hundred Thousand Dollars).

**Price/Invoice and Payment:**

NORTHROP GRUMMAN will invoice the COUNTY for \$700,000 (Seven Hundred Thousand Dollars) during the term of this work order on a monthly basis, on or about the first of each month, in the amounts set forth in Attachment 2 (Pricing and Milestone Payments) of Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK  
NORTHROP GRUMMAN  
ACCOUNT # 01310801  
P.O. BOX 8500-S-6365  
PHILADELPHIA, PA 19178-0001



**Completion Date:**

After execution of this agreement, the Services in this Work Order shall begin on or before January 1, 2004 and shall be completed by December 31, 2004.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &  
MISSION SYSTEMS CORP.  
12011 Sunset Hills Road  
Attn: VAR1/6C38  
Reston, VA 20190

McLEAN COUNTY, ILLINOIS  
104 West Front Street  
Bloomington, IL 61701

Richard A. Wallace 27 Oct 03  
Signature / Date

\_\_\_\_\_  
Signature / Date

Richard A. Wallace  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Contracts Manager  
Title

\_\_\_\_\_  
Title



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

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**Request for Approval of  
Work Order 14**

November 20, 2003

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached an agreement for Work Order #14 of our Integrated Justice project. Monies have been budgeted for this Work Order within the Current Fiscal Year budget.

Work Order 14 provides for the payment of professional services to Northrop Grumman for consulting services provided by Northrop Grumman in the development of our Integrated Justice System.

On behalf of the IJIS board and IJIS workgroup, I respectfully request the approval of Work Order #14 and welcome any questions you may have.

Craig Nelson  
Director  
McLean County Information Systems

**AGREEMENT NUMBER: \_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORP.**

**AND**

**MCLEAN COUNTY, ILLINOIS**

This Agreement, effective upon signature by both parties, is entered into by and between Northrop Grumman Space and Mission Systems Corp., operating through Northrop Grumman Mission Systems, a corporation organized under the laws of the State of Ohio and having a location at 410 17<sup>th</sup> Street, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Northrop Grumman") and the McLean County, Illinois, having offices at 104 W. Front Street, RM 701, Bloomington, IL 61702 (hereinafter known as "County"). The contents of this Agreement establish the conditions under which professional services shall be furnished to the County by Northrop Grumman.

**1. THE SERVICES**

Northrop Grumman shall render to the County professional services and advice of such nature, for such purposes, and at such times as are mutually agreed upon by the parties hereto. All such services shall be rendered at the County or at such other place(s) as may be determined by Northrop Grumman and with the consent of the County. Services shall be as described in individual Work Orders issued hereunder for each assignment.

Northrop Grumman will respond to County requests for service within 2 hours of initial call for service during normal business hours (0800-1700 central) and by next business day if after hours, weekend, or holiday. Reasonable attempts will be made to accommodate urgent requests. Response may be a call back by a technical support representative and/or an on-site visit.

**2. TERM**

The professional services hereunder shall be performed, when required by the County, during the period of 7 August 2003 through 31 January 2007. However, it is understood and agreed that this Agreement, and the professional services provided hereunder, may be terminated at will prior to the completion of said term. The County shall notify Northrop Grumman in writing thirty (30) days in advance of any such termination.

### 3. **COMPENSATION AND REIMBURSEMENT**

A. The County shall be liable to Northrop Grumman for professional services rendered, including Administration Support services (2 hours per invoice period). Northrop Grumman will invoice on a time and materials basis in accordance with rates specified in Attachment A hereto, Rate Schedule, for time actually expended by Northrop Grumman during the period in performance of services under this Agreement. Northrop Grumman will invoice in accordance with section B below. If the County's authorized representative requests in writing that Northrop Grumman travel in fulfillment of this Agreement or incur other expenses, the County shall reimburse Northrop Grumman for such costs, based on Northrop Grumman's documented actual expenditures or as specifically stated in the Work Order. Reimbursement for air or rail travel is limited to coach accommodations. Travel expenses should be in accordance with rates found in the Joint Travel Regulations, which may be located on the internet at [www.dtic.mil/perdiem/pdrform.html](http://www.dtic.mil/perdiem/pdrform.html). Local travel doesn't apply and will not be reimbursed.

B. Northrop Grumman shall invoice monthly for actual services performed, including an Administration Support services (2 hours per invoice period). Invoices shall be submitted on Northrop Grumman's letterhead specifying: (i) the Northrop Grumman Program Manager; (ii) the order number and dates covered in this invoice; (iii) a brief description of specific Services performed, work products/deliverables, i.e., reports, briefings, presentations, etc, and to whom delivered; and (iv) details and support documentation of actual travel and other reimbursable expenses. Submission of invoice shall constitute a certification that the Northrop Grumman has complied with the terms and conditions of this Agreement, the specific Work Order under which the invoice is submitted, and certification of compliance with all laws, regulations, and the County policies referenced herein. Invoices shall be paid to Northrop Grumman within thirty (30) days from the County's receipt of properly completed invoice.

C. Northrop Grumman shall be solely responsible for reporting and paying all federal, state, and local taxes arising from the performance of this Agreement, including but not limited to: (a) federal and state income taxes; (b) federal self-employment taxes; and (c) state and local business taxes. Northrop Grumman shall indemnify and hold the County harmless from any assessments plus penalties paid by the County to federal, state, or local tax authorities resulting from Northrop Grumman's failure to pay such tax/withholdings.

### 4. **INDEPENDENT NORTHROP GRUMMAN RELATIONSHIP**

A. In the performance of such Services, Northrop Grumman's relationship to the County is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

B. Northrop Grumman is generally free to perform the services in any manner desired, subject to satisfactory completion of the task. The County reserves the right to require compliance with specific guidelines in order to assure that the product complies with the requirements of the County.

C. This Agreement is non-exclusive on the part of Northrop Grumman. Northrop Grumman is free to provide services to other parties as long as activities do not interfere with Northrop Grumman's satisfactory and timely completion of the contracted task.

## **5. HIRING OF EMPLOYEES**

During the term of this Agreement, and for the period of twelve (12) months thereafter, Northrop Grumman shall not directly recruit or solicit for employment, any technical or professional employee of the County's related to this Agreement without the prior written approval of the County.

## **6. PROPRIETARY RIGHTS IN CUSTOM SOFTWARE**

A. Any CUSTOM SOFTWARE developed and delivered by Northrop Grumman shall be deemed a "work made for hire" under the copyright laws of the United States and Northrop Grumman agrees to execute any documents necessary to vest full title and ownership of such CUSTOM SOFTWARE with the County.

B. Northrop Grumman reserves unrestricted rights including a royalty-free license in perpetuity in any ideas, concepts, techniques and methodologies developed or formulated during performance hereunder.

C. The County grants to Northrop Grumman an exclusive, unrestricted, royalty-free, world-wide license in perpetuity to possess, use in any manner, reproduce, and market and re-license CUSTOM SOFTWARE to third parties, whether for a fee or not, solely as determined by Northrop Grumman with no right of accounting to the County.

## **7. LIMITATIONS ON USE OF DATA AND INFORMATION**

A. During the term of this Agreement it may be necessary for the County to transfer to Northrop Grumman information of a proprietary nature. Proprietary information will be clearly identified in writing by the County at the time of disclosure. Oral disclosure, when necessary, shall be clearly identified as proprietary at the time of the disclosure and shall be reduced to writing within thirty (30) days.

B. Northrop Grumman agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the efforts identified herein.

C. Northrop Grumman shall not make any reproduction, disclosure, or use of such proprietary information except as follows:

- (1) Such data furnished by the County may be used by Northrop Grumman in performing its obligations under this Agreement.
- (2) Such data may be used in accordance with any written authorization received from the County.

D. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and Northrop Grumman shall not be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- (1) If the information has been developed independently by the party receiving it, or has been lawfully received from other sources, including the Client, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- (2) If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the Client, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the Client, or such information otherwise comes within the public knowledge or becomes generally known to the public.
- (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the County, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.

E. Neither the execution and delivery of this Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to Northrop Grumman either expressly, by implication, estoppels, or otherwise, any license under any invention or patent, hereafter owned or controlled by the County.

F. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the expiration or other termination of this Agreement.

## 8. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

A. In performing work under this Agreement, Northrop Grumman agrees to comply with provisions of the County policies relating to standards of conduct and to ethical business practices.

B. In performing work under this Agreement, Northrop Grumman agrees to comply with applicable laws and regulations, and not make improper payments or engage in unlawful conduct. Northrop Grumman further agrees that the services to be performed under this Agreement shall not result in conflict of interest prohibited by the laws of the United States or other jurisdictions. The Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder improper payments are made, unlawful conduct is engaged in, or any part or remuneration payable under the Agreement is used for an illegal purpose. Additionally, no remuneration shall be payable if such payment is prohibited by any law, regulation, or decision of any applicable government or agency thereof.

9. **LIQUIDATED DAMAGES**

In no event shall Northrop Grumman be liable for liquidated damages of any kind whatsoever.

10. **DISPUTES**

The parties to this Agreement shall exercise their best efforts to settle all disputes arising from this Agreement. If consensus cannot be reached, the parties shall be free to exercise any legal or equitable remedies, which may be available under this Agreement and the law applicable thereto. Notwithstanding the foregoing, Northrop Grumman shall proceed diligently with the performance of this Agreement, pending final decision of a dispute hereunder.

11. **INDEMNITY**

Northrop Grumman shall indemnify and hold harmless the County from and against all claims arising in favor of any person, firm or corporation on account of personal injury or property damage in any way resulting from the negligent acts of Northrop Grumman, its employees or agents.

Northrop Grumman's total liability under this Agreement for any reason is limited to the final value of the Agreement. Notwithstanding any other provision of the Agreement, in no event will Northrop Grumman be liable to the County for consequential, special, indirect, or incidental damages.

12. **INSURANCE**

Northrop Grumman shall procure and maintain the following types of insurance and coverage during the term of this Agreement:

TYPE OF INSURANCE	MINIMUM AMOUNT
(a) Workmen's Compensation	Statutory limits in accordance with the requirements of the applicable laws of the jurisdiction (State or Commonwealth) in which work is to be performed.
(b) Employer's Liability	
Bodily Injury By Accident	\$100,000    Each Accident
Bodily Injury By Disease	\$100,000    Policy Limit
Bodily Injury By Disease	\$100,000    Each Employee
(c) Commercial General Liability, include coverage for Contractual liability, coverage for the use of independent products and completed operations.	\$1,000,000    Bodily Injury and Property Damage CSL Per Occurrence  \$1,000,000    Bodily Injury and Property Damage CSL Gen. Aggregate
(d) Automobile Liability, including coverage for owned, hired, leased, rented, and non-owned vehicles.	\$1,000,000    Bodily Injury and Property Damage CSL Per Accident

All insurance evidenced by this Agreement shall be with insurers licensed to do business in the state(s) where the service is being performed. If any work provided for or to be performed under this Agreement is subcontracted by Northrop Grumman, Northrop Grumman shall require the subcontractor(s) to maintain insurance equivalent to that which is provided.

Northrop Grumman shall promptly furnish, if requested by the County, certificates or insurance providing proof of the foregoing insurance. Northrop Grumman shall notify in writing at least thirty (30) calendar days prior to cancellation of, or any material change of such coverage.

### 13. ASSIGNMENT

This Agreement contemplates the performance of professional services by Northrop Grumman and is not assignable. Northrop Grumman shall not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. However, such consent shall not be required for an assignment or transfer of this Agreement to a corporate affiliate within Northrop Grumman Corporation.

### 14. HEADINGS/ATTACHMENTS

- A. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions.
- B. Attachments are an integrated part of this Agreement.



15. **GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

16. **ENTIRE AGREEMENT**

This Professional Services Agreement is the entire Agreement between the parties hereto which supersedes any prior oral or written Agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement.

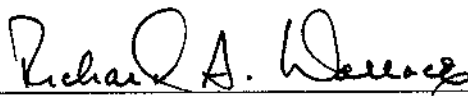
THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY THE COUNTY AND NORTHROP GRUMMAN IN THE PLACES PROVIDED BELOW.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

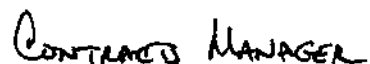
**MCLEAN COUNTY, ILLINOIS**

**NORTHROP GRUMMAN SPACE &  
MISSION SYSTEMS CORP.**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## ATTACHMENT A

### 2003 RATE SCHEDULE

(Effective 01 Jan 2003 through 01 Jan 2004)

#### PERSONNEL ASSIGNMENTS

<i>EMPLOYEE</i>	<i>POSITION DESCRIPTION</i>	<i>RATE PER HOUR</i>	<i>PERIOD OF PERFORMANCE</i>
Darin Dillard	Sr. Applications Architect	\$ 160	01- Jan-2003 through 01-Jan-2004
Sandra Scherrman	Sr. Applications Specialist	\$ 130	01- Jan-2003 through 01-Jan-2004
Earl Culpepper	DB Administrator	\$ 135	01- Jan-2003 through 01-Jan-2004
Todd Thompson	Project Manager	\$ 160	01- Jan-2003 through 01-Jan-2004
Bruce Whitt	Administration Support	\$ 90	01- Jan-2003 through 01-Jan-2004
Todd Thompson	Trainer	\$ 160	01- Jan-2003 through 01-Jan-2004

Changes and/or additions to personnel assignments will be made in writing.